

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CAROLYN E. JONES,
Plaintiff

v.

Civil Action No.
04-10133-MEL

WILLIAM A. MASON, CHIEF
OF POLICE, HARWICH POLICE
DEPARTMENT, and the TOWN
OF HARWICH,
Defendants

**DEFENDANTS' LOCAL RULE 56.1 STATEMENT OF MATERIAL
FACTS AS TO WHICH THERE IS NO GENUINE ISSUE TO BE
TRIED**

Pursuant to Local Rule 56.1 and in support of their motion for summary judgment, defendants Town of Harwich (the "Town") and William A. Mason, Chief of the Harwich Police Department ("Chief Mason") submit this statement of material facts as to which there is no genuine issue to be tried.¹

INTRODUCTION

The Parties

- 1.) Defendant Town of Harwich (the "Town") is a political subdivision of the Commonwealth of

¹ Record citations contained herein are to the attached appendices.

Massachusetts and is located in Barnstable County.

- 2.) Defendant William Mason ("Mason") is a resident of the Town of Harwich, Barnstable County, Commonwealth of Massachusetts. He is the Chief of the Harwich Police Department (the "Department"). Mason Affidavit at ¶2.²
- 3.) Mason was appointed chief of the Department on April 10, 2000. Id. at ¶2. Upon assuming the position, the Town's selectmen charged Mason with the responsibility of modernizing the Department's law enforcement capabilities and its hiring practices. Id. at ¶3; Mason Deposition at 43.³
- 4.) Mason is a graduate of the FBI National Academy in Quantico, Virginia. He holds Masters Degrees in Public Administration and Criminal Justice. He is working towards a Doctorate of Philosophy in Public Administration. Id. at ¶4
- 5.) Plaintiff Carolyn Jones is a resident of Hyannis, Massachusetts. Complaint at ¶1.

² Tab 1.

³ Tab 2.

History of Jones' Employment With the Town

- 6.) On July 1, 1999, Jones was hired by the department as a part-time special police officer and a full-time civilian dispatcher for the Harwich Police Department. Id. at ¶4.
- 7.) Dispatchers are responsible, inter alia, for answering and directing the Department's internal radio communication. Mason Affidavit at ¶6. Dispatchers in the town are members of a collective bargaining unit which also includes the Town' full-time police officers. Id. at ¶6.
- 8.) Prior to Chief Mason's arrival in June of 2000, special police officers were classified into three categories: seasonal, part-time, and full-time each of which had different responsibilities. Seasonal specials were hired for the summer period (June - August) primarily for directing traffic and parking enforcement. After completing the Intermittent Police Academy, they received minimal field training prior to assuming their duty assignments. Seasonal specials were not "cruiser qualified." Part-time specials were primarily utilized to fill traffic details and work non-cruiser

assignments when regular officers were unable to fill the vacancies. Like seasonal specials, after completing the Intermittent Police Academy, they received minimal field training prior to assuming their duty assignments.

Part-time specials were not "cruiser qualified." Carolyn Jones was a part-time special. Full-time specials were utilized to supplement sector assignments as a budgetary consideration rather than expending overtime that would be created by assigning a regular officer. This was also used as a method to avoid hiring additional regular officer positions. Full-time specials worked a regular assignment often approaching and sometimes exceeding the 40 hour work week. After completing the Intermittent Police Academy, they received more extensive field training to become "cruiser qualified" prior to assuming their duty assignments. Id. at ¶7

- 9.) Special police officers in the Town are not members of a collective bargaining unit. Jones Deposition I at 45.⁴
- 10.) Jones resigned her position as a full-time civilian dispatcher in January 2001. Complaint at ¶9.
- 11.) After her resignation, Jones continued to work as a part-time special police officer for the Department. Mason Affidavit at ¶8. From January 2001 until November 2002, Jones worked approximately 10 hours per week as a part-time special officer. Id. at ¶8. Her duties involved primarily traffic details and occasionally assisting with animal control responsibilities during the absence of the full-time animal control officer. Id. at ¶8.
- 12.) In or about November 2002, Jones was rehired by the Department as a full-time civilian dispatcher. Jones Deposition I at 51.
- 13.) On June 17, 2003, Mason asked the Town's selectmen to terminate Jones' employment as a full-time dispatcher and part-time special

⁴ Tab 3

officer. Mason Affidavit at ¶10. In a letter to the selectmen, Mason explained:

"Dispatcher Jones' actions in this [her failure to follow the chain of command, failure to follow policies and procedures of the Department, her efforts to manipulate departmental records, and her untruthfulness]and the prior incident are unacceptable, have negatively affected her professional reputation, as well as reflecting poorly on her credibility and the reputation of the Harwich Police Department...The serious nature of these incidents causes me to question this employee's credibility and truthfulness; therefore, I find it unnecessary to continue my evaluation during the remainder of her probationary period."

14.) On June 18, 2003, the selectmen terminated Jones' employment with the Town. Complaint at ¶28.

Special Police Officers on Bike Patrol

15.) At some point toward the end of the Summer of 2000, special police officers were permanently removed from the Town's bike patrol unit. Mason Deposition at p. 43. Prior to Chief Mason's arrival with the Department, anybody who wanted to ride on a bike patrol was allowed to do so. Mason Deposition at p. 43.

- 16.) In 2001, Mason began the process of professionalizing the bike patrol unit. As a result, Mason appointed Sergeant Chris Kender to head up the bike patrol unit. Mason Deposition at p. 43.
- 17.) No special police officers within the Department were allowed to apply to become bike patrol officers. Mason decided to professionalize the bike unit in order to provide more opportunities to regular Harwich Police Officers who invested their lives in the Department, and give them more opportunities for advancement and professionalism. Mason Deposition at p. 44.
- 18.) Only regular full-time officers are allowed to serve on the bike patrol unit. Once an officer is selected by the Chief to serve on the bike patrol unit, he or she receives training at a national academy which is run by the International Police Officers Mountain Bike Association. Mason Deposition at p. 44. Each bike patrol officer is issued a custom made uniform and a custom fit bicycle, which is

issued as a piece of duty equipment. Mason Deposition at p. 45.

- 19.) The bike patrol unit presently consists exclusively of full-time regular police officer in the Town. Hutton Deposition at p. 78.⁵

Special Police Officers Driving Police Cruisers

- 20.) Once an officer at the Harwich Police Department has been deemed "cruiser qualified," he or she is able to take a patrol car out on his or her own and fill a beat or sector assignment. When an officer is "cruiser qualified" he or she is able to conduct patrols in marked police vehicles. Mason Deposition at p. 46.

- 21.) A "cruiser qualified" officer is capable of handling a variety of calls, ranging from writing a ticket to responding to a burglary. Mason Deposition at p. 52. A "cruiser qualified" officer is also able to handle a police vehicle under emergency conditions. Mason Deposition at p. 52.

⁵ Tab 4

- 22.) Since Chief Mason's arrival in Harwich, there has not been a single special police officer who has become "cruiser qualified." This was caused by Mason's decision to professionalize the Department and give regular full-time police officers a higher status within the Department. Mason Deposition at p. 54.
- 23.) Carolyn Jones was one of several special police officers in the Department who were not allowed to become "cruiser qualified." Further, when Mason became Chief of Police there were approximately three special officers at the time who had already been determined to be "cruiser qualified." The three included: Jim Chevie, Tracy Clark and Keith Eldredge. Mason Deposition at p. 55. These same three individuals were the last, and only, special police officers hired as full-time regular officers before Mason's hiring process went into effect. Mason Deposition at p. 66.
- 24.) Chief Mason presently has no intention of allowing special police officers to become "cruiser qualified." Mason Deposition at p. 56.

Jones' Union Activity

- 25.) Jones was elected to the position of Union Secretary at approximately the same time that her second tour of duty as a full-time dispatcher with the Town of Harwich began. Hutton Deposition at p. 18.
- 26.) During the meeting at which the election of Jones as Union Secretary was discussed, someone raised the issue of whether or not Jones could serve in that position if she was probationary. Hutton Deposition at p. 20. The Union membership, without consulting with IBPO Business Agent Sean McArdle or anyone in the police administration, came to the conclusion that Jones was not a probationary employee and was therefore qualified to serve as Union Secretary. Hutton Deposition at pp. 20-22.
- 27.) Once elected to the position of Union Secretary, Jones also became part of the Union's negotiating committee. Hutton Deposition at p. 23. Officers Terry Dinnan, Adam Hutton and Dispatchers William Willis and

Carolyn Jones constituted the Union's negotiating team. Hutton Deposition at p. 23.

28.) Between 2002 and 2003 one of the issues the negotiating team was dealing with had to do with overtime distribution in the Department. Hutton Deposition at p. 26. There were a couple of meetings between the negotiating team and Lieutenant Mitchell and Chief Mason. Hutton Deposition at p. 26.

29.) Jones attended most of these meetings at which there was no designated spokesperson on behalf of the Union. The negotiating team as a whole voiced its opinion as to how the issue of overtime distribution at the Department should be resolved. There were no specific instances where Jones was critical of the Police Chief or police administration at these meetings. Hutton Deposition at p. 26; Jones Deposition II at p. 25.⁶

30.) Dispatcher William Willis was serving as Union President when Ms. Jones was elected Union Secretary and had no personal recollection of

⁶ Tab 5

Jones being vocal and outspoken with the Chief of Police. Willis Deposition at p. 25.⁷

31.) At some point after the start of his tenure with the Harwich Police Department, Chief Mason instructed the American flag to be removed from the Department's uniforms and changed to a patch on the uniform. Jones Deposition II at p. 15. Jones voiced her displeasure over this to other members of the Union, but never addressed her concerns to the police administration or the Chief of Police. Jones Deposition II at p. 16.

32.) Jones was prohibited from doing bike patrol some time after Chief Mason's tenure with the Department began. She voiced her concerns to other members of the Union but does not recall voicing those concerns to anyone in the administration of the police department. Jones Deposition II at p. 18.

Paid Detail During a Snow Storm

33.) Plaintiff, Jones, was scheduled to work a detail assignment on February, 18, 2003. The

⁷ Tab 6

start time for the detail was 7:00a.m. Jones Deposition I at 134.

34.) Cape Cod had experienced a major snow storm the night before and Jones sought to contact the Harwich Police Department on the morning of February 18, 2003 to determine if the detail assignment she was scheduled to work had been cancelled. Jones Deposition I at p. 136.

35.) Between 5:00a.m. and 7:00a.m. on the morning of February 18, 2003, Jones contacted the Harwich Police Department and spoke with Dispatchers Donna Tavano and Amy Clough. Jones Deposition I at p. 138.

36.) Jones also contacted Officer Ted Cronin, who was the officer she was scheduled to work the detail with, "in the area of 7:00a.m." Jones Deposition I at p. 141. Cronin was not aware that the detail had been cancelled. Jones Deposition I at p. 144.

37.) David Jasic is a sergeant with the Harwich Police Department. Jones Deposition I at p. 145. On the morning of February 18, 2003, before Jones' detail assignment was scheduled to begin, Dispatcher Donna Tavano sought

guidance from Sergeant Jasic as to how Jones should proceed regarding her detail assignment. Jones Deposition I at p. 146.

38.) Sergeant Jasic instructed Dispatcher Tavano to inform Jones that she should try to get in if possible, considering the detail had not been cancelled. Jones Deposition I at p. 149.

39.) Officer Cronin went to the site of the detail assignment and notified Jones that it appeared as though nobody was there. Jones Deposition I at p. 151. Jones never reported for her detail assignment on February 18, 2003. Jones Deposition I at p. 157.

40.) Subsequently, Jones submitted a slip to be paid for the February 18, 2003 detail incident. Jones Deposition I at p. 164.

41.) Upon discovering that Jones had failed to report for her detail assignment on February 18, 2003, Chief Mason ordered her wages reduced in order to recoup the money which had already been paid to Jones. Mason Deposition at p. 110.

42.) After learning that Mason had reduced Jones' wages, IBPO Business Agent Sean McArdle

requested a meeting with Chief Mason. McArdle Deposition at p. 30.⁸ As a result of the meeting between McArdle, Jones and Mason, the Chief agreed to allow Jones four hours of compensatory time. Mason Deposition at p. 112. The agreement to provide Jones with four hours of compensatory time afforded her about half of what she would have gotten if she were paid for the detail. Mason Deposition at p. 117.

Investigation Regarding Jones' Request for Leave on April 15, 2003

43.) On April 15, 2003, Jones called in to the Harwich Police Department and spoke with Dispatcher William Willis. Jones Deposition I at p. 86. Jones sought to take holiday or sick time because she was not going to be able to report for her assigned shift. Jones Deposition I at p. 88.

44.) Jones spoke to Willis about "taking some time off," and asking "about the book." Willis Deposition at p. 33. Willis informed Jones he did not have the book and that Sergeant Chris

⁸ Tab 7

Kender had the book. Willis informed Jones that she could speak with Sergeant Kender if she wished. Willis Deposition at p. 33. Jones did not want to speak with Sergeant Kender and asked Dispatcher Willis to put her out sick. Willis Deposition at p. 33.

45.) At some point before the conclusion of their conversation on April 15, 2003, Jones told Willis that if he saw the schedule before anybody else to give her a holiday, but if it was going to be "too much of a pain" to put her out sick. Willis Deposition at p. 36.

46.) Jones was subsequently investigated by Lieutenant Barry Mitchell for her conversation with Willis. Mitchell Deposition at p. 117.⁹

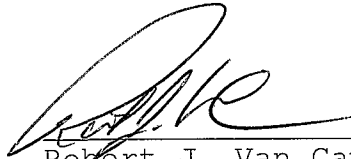
47.) Approximately one hour after Mitchell contacted Jones to inform her of an investigation into her sick leave use, Jones called Mitchell and notified him that she was injured at the firing range. Mitchell Deposition at p. 122.

⁹ Tab 8

HIRING PROCESS IMPLEMENTED UNDER CHIEF WILLIAM MASON

- 48.) In May of 2001, the Harwich Town Meeting voted to approve three upgraded positions and four new police officer positions. Mason Deposition at p. 61.
- 49.) An announcement of the new positions was placed on the police department's bulletin board. Mason Deposition at p. 73.
- 50.) Applicants were required to fill out an application and take an examination. Mason Deposition at p. 64. The examination was held on June 30, 2001. Mason Deposition at p. 68.
- 51.) More than 100 applicants took the examination. Mason Deposition at p. 76.
- 52.) Chief Mason would call the top three individuals off of the eligibility list and interview them. Mason Deposition at p. 77.

Respectfully submitted,
TOWN OF HARWICH and
WILLIAM MASON,
By their attorneys,

A handwritten signature in black ink, appearing to read 'Robert J. Van Campen', is written over a horizontal line.

Robert J. Van Campen,
BBO#648638
Eugene J. Sullivan III,
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APPENDIX ONE

AFFIDAVIT OF WILLIAM A. MASON

I, William A. Mason, upon my oath do solemnly swear and affirm that:

1. I am a resident of the Town of Harwich, Barnstable County, Commonwealth of Massachusetts.
2. I presently serve as Chief of Police for the Town of Harwich Police Department. I was appointed to this position on April 10, 2000 and took office June 26, 2000.
3. Upon assuming the position, the Board of Selectmen for the Town of Harwich charged me with the responsibility of modernizing the Department's law enforcement capabilities, training, and its hiring practices.
4. I have attained a Bachelors of Science Degree in Law Enforcement, Sociology, and Political Science from Metropolitan State College in Denver, Colorado, Masters Degree in Public Administration, as well as a Masters Degree in Criminal Justice from the University of Colorado. I have completed course work toward a Doctorate of Philosophy in Public Administration also from the University of Colorado, Graduate School of Public Affairs. I am a graduate of the 172nd session of the FBI National Academy in Quantico, Virginia
5. On July 1, 1999 Carolyn Jones was hired by the Harwich Police Department as a full-time dispatcher and special police officer.
6. Dispatchers are responsible, among other things, for answering and directing the Department's internal radio communications. Dispatchers in the Town are members of a collective bargaining unit which also includes the Town's full-time police officers.
7. Prior to my arrival in June of 2000, special police officers were classified into three categories: seasonal, part-time, and full-time each of which had different responsibilities. Seasonal specials were hired for the summer period (June - August) primarily for directing traffic and parking enforcement. After completing the Intermittent Police Academy, they received minimal field training prior to assuming their duty assignments.

Seasonal specials were not "cruiser qualified." Part-time specials were primarily utilized to fill traffic details and work non-cruiser assignments when regular officers were unable to fill the vacancies. Like seasonal specials, after completing the Intermittent Police Academy, they received minimal field training prior to assuming their duty assignments. Part-time specials were not "cruiser qualified." Carolyn Jones was a part-time special. Full-time specials were utilized to supplement sector assignments as a budgetary consideration rather than expending overtime that would be created by assigning a regular officer. This was also used as a method to avoid hiring additional regular officer positions. Full-time specials worked a regular assignment often approaching and sometimes exceeding the 40 hour work week. After completing the Intermittent Police Academy, they received more extensive field training to become "cruiser qualified" prior to assuming their duty assignments.

8. Jones resigned her position as a dispatcher in January, 2001. After her resignation, Jones continued to work as a part-time special police officer for the Department. From January 2001 until November 2002, Jones worked approximately 10 hours average per week as a part-time special officer. Her duties involved primarily traffic details and occasionally assisting with animal control responsibilities during the absence of the full-time animal control officer.
9. Jones was rehired by the Town of Harwich as a dispatcher in November, 2002. Upon her rehire, Jones was informed that she was considered a new hire and would not retain any of her previous seniority privileges or rights.
10. On June 17, 2003, I recommended to the Board of Selectmen that Ms. Jones' employment as a full-time dispatcher and part-time special officer be terminated. In a letter to the selectmen, I explained:

"Dispatcher Jones' actions in this [her failure to follow the chain of command, failure to follow policies and procedures of the Department, her efforts to manipulate departmental records, and her untruthfulness] and the prior incident are unacceptable, have negatively affected her professional reputation, as well as reflecting poorly on her credibility and the reputation of the Harwich

Police Department...The serious nature of these incidents causes me to question this employee's credibility and truthfulness; therefore, I find it unnecessary to continue my evaluation during the remainder of her probationary period."

11. Prior to August of 2001, regular police officers and special police officers were assigned to the bicycle patrol unit. The bike patrol unit is an alternative method of law enforcement service which has a long and successful history throughout the United States and in other countries. With the regional increased popularity of trails, parks, beaches, and special events, as well as additional vehicular congestion and pedestrian traffic, bicycle patrol is an efficient and effective means of providing public safety services to the Town of Harwich. Properly administered, equipped, and deployed, the Bicycle Patrol Unit can promote law enforcement objectives, community safety, public interaction, and a positive citizen perspective of the Police Department. The Bicycle Patrol Unit is seen as a key element in successful community policing efforts; therefore, officers applying for or selected as members of the Bicycle patrol Unit must be committed to the ideals and philosophies of its mission.
12. In or around October, 2000, I consulted with the Department's staff and determined that the existing bicycle patrol program was not properly equipped, trained, or organized in a manner that provided quality and effective services to the community. At this point the bicycle patrol program was completely disbanded. It was reorganized into a formalized Bicycle Patrol Unit where selection was based upon a competitive selection process, nationally recognized training standards, professional equipment, and specialized uniforms. The average cost to equip and train a member of the Bicycle Patrol Unit is \$4,000; therefore, the number of individuals allowed in the Unit had to be limited. Utilization of part-time specials is not cost effective when the same resources can be expended on regular officers.
13. Therefore, around October, 2000, all special and regular officers (and supervisors) at the Harwich Police Department, including Carolyn Jones, were removed from performing bicycle patrol duties. Only regular officers were allowed to apply for the reorganized and established Bicycle patrol Unit.

14. No employee of the police department is allowed to drive a marked police sedan ("cruiser") for sector assignment duties unless he or she is "cruiser qualified." Since June, 2000, in order to become "cruiser qualified" an employee must complete and demonstrate proficiency in the 10 week field training instruction program in addition to basic and in-service training requirements. All regular police officers for the Town of Harwich are "cruiser qualified."
15. Since my appointment and arrival as Chief of Police, and between 2000 and 2003, the only special police officers who have been allowed to do cruiser patrols were all deemed cruiser qualified before my arrival in the Department.
16. In 2001 I made the decision to no longer allow any additional special officers to become "cruiser qualified." I made this decision due to several factors but primarily because: 1) regular police officer staffing levels increased reducing the dependence upon less-trained special officers; 2) sector assignments were prioritized to regular police officers who have elected to make being an officer of the Harwich Police Department their full-time career; 3) the 10 week field training instruction program is both staff intensive and cost prohibitive (paying salary to both the student and instructor); 4) the duties, requirements, public expectations, and civil liability is equal between special and regular officers when assigned and functioning in like capacities; therefore, the more fully trained regular officer is professionally advantageous for sector assignments.

Signed under the pains and penalties of perjury that the above statement is true and accurate to the best of my knowledge, recollection and belief.


William A. Mason

DATED: *Nov. 23, 2004*

APPENDIX TWO

1 A. Who in my staff, sergeants, Lieutenant
2 Gomes at the time. And those people
3 specifically. The sergeants and Lieutenant
4 Gomes.

5 Q. What was the change in the bike patrol?

6 A. The bike patrol prior -- prior to me
7 getting there, the bicycle patrol unit was
8 basically, anybody that wanted to ride the
9 bike, was allowed to ride the bike.

10 My background is that, I ran a
11 professional bicycle patrol unit in Colorado,
12 and there are certain standards that I believed
13 to be appropriate for the use of a bicycle
14 enforcement. And it was part of my direction
15 from the board of selectmen upon being hired to
16 bring the department into the 21st century, and
17 to professionalize the department.

18 Q. And so in 2001 you had a process to
19 apply; is that what I understand?

20 A. Yes.

21 Q. And who set that process?

22 A. I did. Along with Sergeant Chris
23 Kender, who was in charge of the bicycle unit.

24 Q. And any specials who were allowed to

1 apply?

2 A. Sorry?

3 Q. Were special officers allowed to apply?

4 A. No special police officers were allowed
5 to apply, for multiple reasons. Predominantly
6 cost.

7 Q. How is that?

8 A. The bicycle patrol unit, as it is
9 functioning now, costs me almost \$4,500 per
10 officer.

11 I wanted to give more options to the
12 regular police officers who have decided to
13 make the Harwich Police Department a career,
14 and give them more options to professionalize
15 and move and do other things.

16 And the bicycle patrol unit was one
17 of the first things we did. The bicycle -- all
18 my bicycle patrol officers go to a national
19 academy put by an IPMBA, International Police
20 Officers Mountain Bike Association.

21 It is probably the toughest bicycle
22 patrol school there is. At least they argue
23 that point. They have custom made uniforms
24 made by Brachtware out of Tacoma, Washington.

1 Their bicycles are custom fitted to them, and
2 issued to them as a piece of duty equipment.

3 And when you had that, all you, with
4 all the training, it comes up to about \$4,500
5 for me. I would not get a return for someone
6 who is a part-time employee, who is not -- was
7 not -- not made the commitment to stay with the
8 department.

9 Q. So since then no special police officer
10 was on bikes?

11 A. No special police officers on bicycles
12 whatsoever. With the -- one exception. Ms.
13 Jones, was assigned the Cranberry Harvest
14 Festival. And she was in a inner perimeter.
15 She had to move between two duty posts. And
16 that particular point, we didn't have enough
17 golf carts to go around to allow people --
18 which we now use golf carts, and she was
19 allowed to use a bicycle to go from point "A"
20 to point "B" on a detail assignment.

21 But she is not allowed to patrol with
22 her bike. But she is the only one that was
23 allowed to do that.

24 Q. Cruiser qualified, what does that mean?

1 A. Cruiser qualified was another issue that
2 had come up prior to me getting here.

3 Cruiser qualified means you are able
4 to take a patrol car out on your own and fill a
5 beat or sector or assignment, in addition, you
6 are allowed to use a cruiser, obviously, if a
7 detail becomes available where a cruiser is
8 required. Cruiser being a marked police
9 vehicle

10 Q. And are officers driving a cruiser for
11 any purpose if you are not cruiser qualified?

12 A. Sorry I didn't hear you.

13 Q. Can you drive a police cruiser for any
14 purpose if you are not cruiser involved?

15 A. Yes. Taking them to the shop for
16 repair.

17 Q. Anything else?

18 A. On occasion they are used to run
19 errands. In other words, to go pick something
20 up or deliver something. But we -- we
21 didn't -- if we didn't have any other vehicle
22 available.

23 Q. What about details?

24 A. The details, there's a policy written on

1 And again, again, Counselor, I'm
2 doing the best I can on dates, but without
3 checking the records, I cannot tell you
4 specifically.

5 Q. So is there a specific program, if I
6 wanted to look at something and said this is
7 what I have to do to become cruiser qualified,
8 is there something that would tell me what
9 that is?

10 A. Yes.

11 Q. What is that?

12 A. The field training and instruction
13 manual.

14 Q. Would that tell me how many times I
15 would have to drive with someone who is, and
16 what courses for qualification?

17 A. It's by far more than just driving
18 around. It's a variety of actions to handle
19 certain types of calls, from everything from a
20 parking ticket to domestic violence to a
21 burglary.

22 It's how to operate the vehicle and
23 under emergency conditions; how to make traffic
24 stops, it's -- it's virtually every functional

1 one of the things that I went to change, was to
2 upgrade the position of a regular police
3 officer and to give them a higher status over
4 specials and seasonal specials.

5 After my first summer here, I
6 eliminated seasonal specials, and did not have
7 them at all. The special officers that were
8 cruiser qualified, were all cruiser qualified
9 prior to me getting here.

10 Q. Did you review their qualifications?

11 A. Yes, I did.

12 Q. And were you satisfied that all of them
13 were qualified?

14 A. Yes. Most of them have been doing it
15 for years, have been functioning on their own.

16 In addition, the four special police
17 officers that were cruiser qualified later
18 became regular police officers, or those four
19 that became regular police officers were
20 full-time special -- special police officers,
21 meaning that they worked a 40 hour schedule in
22 the field as a regular police officers, they
23 functioned just the same as a regular police
24 officer.

1 Q. Who was that?

2 A. Okay. That was -- I stand corrected.
3 There's three, because Neil Noland had already
4 been hired as a full-time regular police
5 officer before I got here. But he was one of
6 them. And then there was Jim Cheverie. Tracy
7 Curren, who is now Tracy Clark, and Keith
8 Eldredge.

9 Q. Were there any other special police
10 officers besides Ms. Jones who were not
11 cruiser qualified when you came here?

12 A. Yes. There are currently several that
13 are not cruiser qualified.

14 Q. Who are they?

15 A. Sorry, if would you give me -- I can
16 tell you which are cruiser qualified and then
17 everybody else is not.

18 Q. Who is.

19 A. John Sullivan, Senior. He's been
20 cruiser qualified for I believe 20 years.

21 Bob Curry, Robert Curry, has been
22 cruiser qualified for approximately 20 years.

23 Keith Lincoln, and he was cruiser
24 qualified, again, before I got here. And I

1 officers, which were Tracy Curren, Jim
2 Cheverie, and Keith Eldredge.

3 Those were the first three positions
4 that I hired. The four additional new
5 positions were all hired under the new system,
6 using the testing process.

7 Q. The question is when?

8 A. I'm going to have to -- I would have to
9 sit -- I would have to pull out my records. I
10 apologize. It might have been -- it was the
11 year following that annual town meeting that
12 approved the new positions.

13 Q. Do you have any knowledge of when,
14 anything that would show you when that was?

15 A. The test was given -- I remember that
16 once the vote was in, we put out the
17 announcement to create the eligibility list.

18 Q. Doesn't that -- if it's in 2001, she
19 would have, you have been on the job for a
20 year plus, by the time you get to the 2001
21 town meeting, the May or September town
22 meeting?

23 A. No, it's a May town meeting. And when
24 the positions were approved, we immediately

1 would -- I want to say like 1997, 1998,
2 somewhere in that general area.

3 I now have one officer that was a
4 full-time regular officer who wanted to go into
5 his own business, and he had been a full-time
6 regular officer for five or six years, and he
7 requested to become a special officer, so he
8 could work a couple of days a week. And that
9 is Eddie Silva. And, obviously, since he was
10 five years as a regular officer, obviously he
11 was cruiser called and full-time through the
12 regular police officer academy and field and
13 training instruction.

14 Q. Are there any plans to train officers to
15 become cruiser qualified?

16 A. Absolutely none.

17 Q. Why not?

18 A. Why not. It's not cost effective.

19 Q. Can you estimate how long it takes to
20 train someone or what it costs?

21 A. For me to hire a brand new police
22 officer, equip them and send them to the
23 academy and field training, I know that costs
24 me; that costs me about \$58,000.

1 bills every 15 days. I could not swear to
2 that, it might be every 30 days. Might be
3 monthly. But we have a lot of companies that
4 contract on a regular basis, like Verizon, Key
5 Span, certain companies that will have an
6 ongoing detail.

7 So if it's a one shot detail, they
8 usually bill that immediately. But if it's
9 something -- some that -- some have details
10 every month, I think she bills on a monthly
11 basis.

12 Q. So the incident came prior to the
13 billing going out to this company, the issue
14 came to light that she be paid?

15 A. Yes.

16 Q. But you simply ordered that the money be
17 taken out of the paycheck, correct?

18 A. Yes.

19 Q. And that happened, correct?

20 A. Yes.

21 Q. And then you had a meeting with Mr.
22 McArdle and Ms. Jones?

23 A. Yes.

24 Q. And who requested that?

1 Q. What was said.

2 A. During that meeting we had discussed the
3 issue about the taking of the pay.

4 Q. Okay. What did Mr. McArdle say?

5 A. Mr. McArdle said that I had done that
6 inappropriately.

7 Prior to this I had consulted with
8 town counsel, and they agreed with me that I
9 had done that inappropriately. I did not
10 follow the proper procedure, not that I -- not
11 that it shouldn't have been done, but I didn't
12 follow the proper procedure.

13 And that procedure, and on a
14 grievance basis, would be -- you would probably
15 lose that, because of provisions which,
16 provisionally violates it and, and if I could
17 do something, to dispose of it. Dispose of it.

18 Q. So what did you do?

19 A. Through negotiations with Mr. McArdle,
20 because of the inappropriate taking of the
21 money, I offered her four hours of comp time.

22 Q. Was that put in writing somewhere?

23 A. No, it was not.

24 Q. Why not?

1 that special offices pay, which is probably
2 half of what the detail pay would have been.

3 Q. But she wasn't entitled to anything?

4 A. Your' re absolutely right. She wasn't.
5 But I had made an error. And this was our
6 negotiated settlement of that error.

7 So I would have been going back on my
8 word if I took further action to try and recoup
9 what I already agreed to give her to correct
10 the first error that I made.

11 Q. Did Mr. McArdle ever argue to you that
12 she was entitled to be paid?

13 A. No. He argued the issue that I
14 improperly took the pay from her.

15 Q. Did Ms. Jones ever argue to you that she
16 was entitled to be paid?

17 A. I do not recall specifically. She did
18 -- because there was another conversation that
19 I had with her over a memo. But that,
20 basically, that dealt with issues around, not
21 whether or not she should be paid, but whether
22 or not, you know, about her side of the story.

23 And I don't recall if she ever
24 specifically argued that she should have been

1 Q. Was there a time when you were short
2 staffed?

3 A. Sorry?

4 Q. Was there a time when you were short
5 staffed?

6 A. When I initially got here, yes.

7 Q. So in 2000?

8 A. Yes.

9 Q. And how long did that go on for?

10 A. I was approved for the three upgraded
11 positions and the four additional positions in
12 the May 2001 town meeting.

13 Q. I believe you indicated that you started
14 hiring in early 2001, and then they came
15 onboard -- and they came onboard --

16 A. Sorry?

17 Q. When did you start the hiring process.

18 A. It had to be after the vote, because it
19 went to over individual votes that took place
20 in May, towards the end of May. And then the
21 new FY year doesn't start until July 1st. So I
22 started the hiring process -- I might have
23 actually put the advertising out after the
24 vote. But I didn't actually start the hiring

1 A. Yes.

2 Q. And were there drafts and reviews that
3 went into that?

4 A. Yes. It went through staff.

5 Q. Did the selectmen have to approve it?

6 A. No.

7 Q. When was this published, do you know,
8 there's no date on it?

9 A. When was this published -- this came out
10 prior to the testing process. It was posted
11 throughout the department.

12 Q. So prior to the examination
13 announcement?

14 A. Yes.

15 Q. And do you know how long before the
16 examination deadline the examination was
17 posted?

18 A. Several months. And the reason why is,
19 because we are asking people in the department
20 to become involved in the oral boards and
21 doing backgrounds. I mean, this is a major
22 shift for this department. And so it was well
23 talked about, well publicized. It was posted
24 throughout the department and posed at town

1 that point that I will hire nobody that has not
2 gone through the testing process.

3 Q. You don't recall any further response
4 from Ms. Jones?

5 A. Nothing that's -- no. No. I'm sure --
6 Counselor, I'm sure there was a response, but
7 I -- nothing that I can remember.

8 Q. So you had already started to hire --
9 you already started the process of hiring; is
10 that correct?

11 A. Yes. I would have to look at the
12 documents, but I believe the test was on June
13 30th, I think. The written test which is --
14 there was an application period, and then the
15 written test, I believe, it was on June 30th.

16 Q. According to this source, your
17 affidavit, Ms. Jones was rehired December 2002
18 as a dispatcher, and you say the new hires had
19 started on July 1st for the new fiscal year of
20 that year; is that correct?

21 A. I might have the year wrong. I might
22 have the year wrong. I thought -- I thought
23 that new positions were approved July of 2001.
24 It could have been they were approved -- would

1 effective December 1st 2002?

2 A. Right.

3 Q. And you met with her prior to that
4 point, correct.

5 A. Yes.

6 Q. And at that time you had a discussion
7 with her, she told you she wanted to become a
8 full-time police officer and you asked her
9 something about why she didn't apply; is that
10 correct?

11 A. Yes.

12 Q. Does that help?

13 A. Yes. Yes, because there was a document
14 that I presented that was the actual
15 announcement of that test. And that has the
16 date when that test was being done, and,
17 obviously, that's when I did the test.

18 Q. Can I take a look at that.

19 MR. VAN CAMPEN: Do you want to look
20 at the whole packet.

21 (Discussion off the record.)

22 Q. Exhibit 12 from Ms. Jones' deposition
23 announces a written examination to be given
24 June 30th of 2001?

1 A. Yes.

2 Q. So what professional association can you
3 refer me to or show me a document from that
4 says this is the process?

5 A. National Association of Chiefs of
6 Police. Massachusetts Association of Chiefs
7 of Police. At the nation accreditation
8 standards.

9 Q. And if I go to them they would have this
10 process there?

11 A. Yes.

12 Q. And this process, the test and other
13 provisions that you have in this Exhibit 13?

14 A. Yes.

15 Q. How many people took the exam?

16 A. I believe right at 100.

17 Q. And you hired four people off it?

18 A. No. We hired substantially more than
19 that.

20 Q. How many people have you hired after the
21 exam?

22 A. I would have to -- everybody, except the
23 last person that I hired, was hired off this.

24 Q. And an approximation?

1 A. Eight.

2 Q. And did you go right down the list
3 numerically?

4 A. Yes.

5 Q. So was there anybody that was not
6 accepted?

7 A. We basically went down the list, yes.
8 But we are not civil service, and there is the
9 rule of three.

10 Q. Are you referring to a civil service
11 rule of three or what?

12 A. No.

13 Q. What's rule of three?

14 A. Rule of three allows me, if I have one
15 position, to look at the first three
16 candidates -- and that's been supported by
17 court decisions left and right all over the
18 United States.

19 Q. So have you gone right down the list, or
20 have you looked at the top three on each
21 occasion?

22 A. I always look at the top three. My
23 policy is, if I have a -- one opening, I would
24 call in the top three people and talk to them.

1 minimum. In this particular case, Ms. Jones
2 never appeared at the site of the detail, or
3 the police Police Department at all, and did
4 not -- and made indications in her statements
5 that she had the inability to report at all,
6 and, in fact, the detail was not cancelled
7 until some 90 minutes to two hours after its
8 scheduled start time. And she -- at that
9 point, had still not reported to the duty site
10 or the Police Department, nor had she been
11 excused by a supervisor from reporting to the
12 duty site or the Police Department. And yet
13 she still put in for a four hour minimum
14 payment.

15 Q. You agree, under the contract, police
16 officers are entitled to a four hour minimum
17 on a detail when it's cancelled shorter than
18 one and a half hours before the start of the
19 detail, correct?

20 A. Yes.

21 Q. So that if a detail was cancelled an
22 hour before, she would not have to appear and
23 still be entitled to the pay?

24 A. Yes.

1 there was, then, some effort made to run Ms.
2 Jones through the process, I asked you then
3 what happened.

4 A. What happened was that Officer Dinnan
5 was the field train -- at that point he was
6 the sole field training officer we had that
7 had been through the actual school. There
8 were others that had done it, you know, but he
9 was the only one that had actually been
10 through the school.

11 So, therefore, we put Ms. Jones with
12 Officer Dinnan. Officer Dinnan showed to be
13 not competent in the field training officer
14 program; and so, therefore, he was removed from
15 the field training officer program.

16 So, therefore, we had nobody else to
17 train Ms. Jones at that particular time. A
18 staff meeting ensued after that, where we got
19 into the discussion of the cost benefit of
20 cruiser qualifying specials in general.

21 The discussion came about because,
22 under my regular regime, under my
23 administration, we do not use special officers
24 to fill patrol bases anymore. We use regular

1 police officers whenever possible, with the
2 exception of the two or three still cruiser
3 qualified special police officers that we have
4 that will occasionally fill in when we can't
5 fill it any other way, including overtime.

6 So what amounted to -- when we
7 started talking about paying to have a special
8 cruiser qualified, when the only purpose of
9 that would be so they could use a vehicle at a
10 detail, it was not deemed to be cost effective
11 to spend ten weeks of training and ten weeks of
12 wages for them for a special officer to become
13 cruiser qualified. It became a matter of
14 finances.

15 Q. If you had the special cruiser
16 qualified, you would be able to use them if
17 they were on for a shift; isn't that correct?

18 A. No. As I said, I'm trying to minimize
19 that. And I -- and in the process, I changed
20 three special officers positions to full-time
21 regular police officer positions and hired
22 four more regular full-time police officers so
23 my dependance on special officers is about
24 nil.

1 Q. So only one has gone to the full-time
2 police academy is cruiser qualified?

3 A. Yes. With the exception of the ones
4 that were cruiser qualified prior to my
5 arrival.

6 Q. Have they all been through the full-time
7 police academy?

8 A. The special officers?

9 Q. Yes?

10 A. With the exception of Eddie Silva, no,
11 none of them have. To my knowledge.

12 Q. So where do you get the field training
13 officer manual where I would find the listed
14 requirements?

15 A. Yes, in fact, very specifically it would
16 also give you the tests and also give you the
17 check off lists as to exactly what you need to
18 do in each section.

19 Q. Was there any attempt to have Ms. Jones
20 become cruiser qualified?

21 A. Right after I was here, there was -- it
22 was my understanding that Ms. Jones had made a
23 request to Lieutenant Gomes to become cruiser
24 qualified. At that time Lieutenant Gomes was

1 and certain things needed to be done, I issued
2 what they called these directives. These
3 directives were formulated, they were posted,
4 repetitively, to have input into them. And
5 once the final product was done, it was
6 Xerox'd, and a copy was placed in everybody's
7 mailbox, including specials, dispatchers, and
8 even the civilian employees. Everybody got
9 them.

10 Currently. We have a department, a
11 new department manual, which, these are part
12 of. They are part of the department manual
13 (indicating). That was just issued recently.

14 Q. So the details directive issued in April
15 of 2001, does that say about use of a cruiser
16 on details?

17 A. There's definition in here. One is
18 cruiser qualified. And that is sub section E.
19 That section.

20 Let me get it right. "Section 1,
21 subsection E, cruiser qualified special
22 officers are special officers -- cruiser
23 qualified special officers would have been
24 trained by the Harwich Police Department in the

1 proper operation of marked police vehicles, and
2 are recognized as having received sufficient
3 individual instruction and evaluation in the
4 field which allows that special officer to
5 function in a patrol vehicle without the direct
6 supervision of a regular officer."

7 Q. Okay. That's a definition of cruiser
8 qualified?

9 A. That's the definition of cruiser
10 qualified.

11 Q. Any other document that defines cruiser
12 qualified?

13 A. There's another section in this policy
14 that refers to cruiser qualified and cruiser
15 details.

16 Q. Just start with the definition of what
17 is cruiser qualified. What you just read is a
18 definition of what is cruiser qualified?

19 A. Yes. Right.

20 Q. Did you formulate that definition?

21 A. Yes, I did.

22 Q. What did you base that upon?

23 A. Input from my staff.

24 Q. Who?

1 A. Lieutenant Gomes. Lieutenant Mitchell.
2 The sergeants.

3 Q. That is a document that you just read
4 which is currently in force?

5 A. Yes, it is.

6 Q. And has been continuously in force since
7 April of 2001?

8 A. Yes, it has.

9 Q. Is there any other document or written
10 definition of what is or constitutes cruiser
11 qualified?

12 A. Yes.

13 Q. What is that?

14 A. Field training on and instruction
15 manual. It's the San Jose field, field
16 training instruction program, which is what my
17 field training instructors are trained in.
18 And that calls for a ten week program at a
19 minimum for qualification.

20 Q. Do you have a copy of that policy with
21 you?

22 A. No.

23 Q. Do you know when that was adopted?

24 A. It was in the process of being adopted

1 counseling session.

2 Q. Do you know why she was complaining that
3 too many vehicles were being stopped?

4 A. Personally, no.

5 Q. Professionally, as chief, and any other
6 fashion, do you know what the nature of the
7 complaint was?

8 A. The nature of the complaint that was
9 portrayed to me, was that she did not want to
10 be bothered making all the computer entries.

11 Q. Do you know whether she complained about
12 the nature of the stops that were being made?

13 A. At the time, when I conversed with
14 Lieutenant Gagnon, or the lieutenant that was
15 involved in it, no, I did not.

16 Q. Did you make any inquiries?

17 A. No.

18 Q. Did you ever learn that she was
19 concerned that these officers were making
20 inappropriate stops?

21 A. The first that I heard of that, was
22 during the arbitration hearing.

23 Q. Would it have been a violation of the
24 chain of command for Ms. Jones to come

APPENDIX THREE

1 Q. Now, with respect to your position as a
2 special police officer and some of the
3 administrative work that you claim you did,
4 were you a member of a bargaining unit?

5 A. When I was part-time, no.

6 (Discussion off the record.)

7 Q. You don't recall the income as you
8 stated earlier during that period, January 01
9 going forward, when you were in school?

10 A. While I was part-time?

11 Q. Yes.

12 A. I don't recall specifically, no. I
13 would have to look at pay stubs.

14 Q. How frequently, for example, how
15 frequently during that period would you work
16 for the town?

17 A. It would depended on the month. In the
18 winter, obviously, it's slower.

19 In the summer it's a lot busier.

20 When there were details available, I would sign
21 up for everything I could. But being at the
22 bottom of the list, a lot of times things
23 didn't get to me.

24 In the winter I didn't work,

1 A. Lieutenant Gomes called me at home and
2 he asked me if I would be interested in a
3 full-time position with the police department.

4 Q. And when did he call you; do you recall?

5 A. Exactly, no.

6 Q. Okay.

7 A. I probably -- I probably have it written
8 down somewhere.

9 Q. Okay. What did he tell you?

10 A. He asked if I would be interested in a
11 full time position. And I immediately said
12 yes, because I thought he was referring to a
13 patrol position.

14 And then I said, "Wait a minute,
15 doing what?"

16 And he said dispatching. And I said
17 no, that's not what I want to do.

18 And then we had a couple of -- more
19 phone conversations, to which he said, that if
20 I took the full-time position, I could consider
21 it a foot in the door for a patrol position.
22 So I agreed.

23 Q. Though, at the time, in November of 2002
24 when Lieutenant Gomes made the statement you

1 paragraph.

2 (Witness reviews document.)

3 A. Okay.

4 Q. In reading that last paragraph, the
5 chief is describing an incident that occurred
6 previous to this?

7 A. Yes.

8 Q. Do you recall that incident?

9 A. Yes.

10 Q. Can you describe for me what that
11 incident was?

12 A. This was the -- this was the detail I
13 was scheduled to work where we had a blizzard
14 the previous evening overnight.

15 Q. And you are referring to February 18th
16 of 2003?

17 A. I believe it was. I'm thinking 16th,
18 but it may be the 18th.

19 Q. Okay. Now, describe for me, first of
20 all, what time was that detail scheduled to
21 begin?

22 A. I believe it was scheduled to begin at
23 7:00 in the morning.

24 Q. And can you describe for me what that

1 Q. Why were you trying to get his
2 information?

3 A. Because we had had such an excessive
4 amount of snow that -- and the state police
5 had informed me that they had been to the work
6 site and no one was there, that was it
7 apparent that they weren't going to be working
8 that day.

9 Q. Okay.

10 A. But they never physically called in and
11 cancelled in time. So I was tracking to get
12 ahold of the foreman, to advise him that he
13 needed to call the police department and
14 advise them that he was canceling the detail,
15 because either someone neglected to note that
16 he called, or he forget.

17 I was just trying to get ahold of him
18 to get clarity on what was going on.

19 Q. Did you have information that the detail
20 itself was cancelled?

21 A. I did. But I didn't have the -- I
22 didn't have the information that was needed
23 for me to not go.

24 Q. Who gave you the information that the

1 A. I spoke to Dispatcher Tavano and
2 Dispatcher Clough.

3 Q. And so you were referring to Donna and
4 Amy?

5 A. Correct.

6 Q. And what time did you call the Harwich
7 police dispatch?

8 A. Again, that's in my cell phone records
9 if I called from my cell phone, which I
10 probably did. I don't recall exactly, because
11 I made -- I made several calls to them. I
12 don't recall what time exactly they were.
13 Between 5:00 and 7:00.

14 Q. And it was your cell phone the Harwich
15 police would have a recorded phone
16 conversation of?

17 A. Right.

18 Q. And why did you call Donna Tavano, what
19 did you call for that?

20 A. I was calling to ask if they had
21 cancelled the detail and if they had forgotten
22 to call me and tell me.

23 Q. From the standpoint of the Harwich
24 Police Department, was that detail cancelled

1 detail with?

2 A. Yes.

3 Q. And who was that?

4 A. Ted Cronin.

5 Q. What did when did you call Officer
6 Cronin.

7 A. I called him either right before or at
8 the start time of the detail. I have that in
9 the phone record.

10 Q. Right before the start of the detail?

11 A. I don't recall if it was -- it was in
12 the area of 7:00. A little before, a little
13 after, I don't -- I have it in a cell phone
14 record.

15 Q. So you talked to Officer Cronin just
16 before the start of the detail?

17 A. Yes.

18 Q. What did you advise Officer Cronin at
19 the start of the detail or just before the
20 start of the detail, excuse me. I want you to
21 tell me what the phone -- what was the
22 conversation with Cronin like?

23 A. I called and his wife answered. She put
24 him on the phone. He was sleeping. And he

1 Q. You only knew that the State Police
2 went, saw nobody there, and that's what they
3 reported to you?

4 A. Right. Yes.

5 Q. And you were not told by the State
6 Police that this was cancelled?

7 A. Right.

8 Q. And you were not told by Harwich Police
9 that it was cancelled?

10 A. Right.

11 (Discussion off the record.)

12 Q. And with respect to the individual that
13 you spoke to at the State Police, do you
14 remember the person's name?

15 A. I don't.

16 Q. No?

17 A. I didn't -- I didn't feel it was
18 necessary to write his name down at that
19 point.

20 Q. Now, at that point you spoke with
21 Officer Cronin, and you are both, at that
22 point, I'm assuming, trying to figure out if
23 the detail has been cancelled; is that
24 correct?

1 A. Correct.

2 Q. And what did you say, Officer Cronin
3 went to the site?

4 A. He told me he was going to take a ride
5 and he would call me right back.

6 Q. And what did --

7 A. Because he lives -- he lives in town, he
8 lived right down the street. So he could --
9 he lives right down the street. And he had a
10 pickup truck at the time. I don't know if he
11 still does. And he was going to take the ride
12 and call me, because he knew how far away I
13 was.

14 (Discussion off the record.)

15 Q. Ms. Jones, I would ask you, do you know
16 a David Jasic?

17 A. Yes.

18 Q. Who is that. He's a sergeant?

19 A. For the Harwich Police Department. Yes.

20 Q. And on the morning of February 18th
21 2003, did you speak with Sergeant Jasic?

22 A. Not directly, no.

23 Q. Did somebody speak to him about the
24 situation with the detail, and do you know who

1 that was?

2 A. Donna Tavano.

3 Q. What did Donna speak with Sergeant Jasic
4 about?

5 A. I think she just relayed to him that
6 there was a detail scheduled and they had not
7 called to cancel it, and what should I tell
8 her to do.

9 Q. I would just show you a document, Ms.
10 Jones. This is another certified transcript
11 of a -- of the Harwich 911 dispatch. It's a
12 recorded line, and it's been transcribed and
13 certified.

14 And I just want you to review -- if
15 you look, it says at the top, "Dispatch: Hi.
16 I'm waiting. Dave went up. For some strange
17 reason he thought that if they were going to be
18 there, they would be there an hour ahead. Hold
19 on one minute."

20 And you said, "CJ: Okay."

21 A. Yes.

22 Q. Do you recall having a conversation with
23 dispatch -- does that sound like a
24 conversation that you would have had with

1 this conversation. What --

2 MR. VAN CAMPEN: She is reading the
3 document. I would --

4 MR. ROGAL: A conversation that she
5 was not even part of?

6 A. I interpret that that -- if I could get
7 down the roads, that I should try to.

8 Q. Did you, at all, speak with Sergeant
9 Jasic that morning?

10 A. Not that I recall directly. I believe
11 he spoke with -- with Dispatcher Tavano, and
12 she relayed what he said.

13 Q. Did you speak with any other supervisors
14 in the department?

15 A. No.

16 Q. Now, this snow storm that hit, it hit
17 the night before?

18 A. The overnight, yeah.

19 Q. Was it still snowing at that time?

20 A. It might have been a little bit. I
21 don't recall. I don't recall exactly.

22 Q. Okay.

23 A. We weren't in the middle of the snow
24 storm, we had already gotten the dump.

1 say?

2 A. I don't recall specifically what he
3 said. I believe he said that they -- that
4 there was no one at the work site.

5 Q. Okay. That's what he told you?

6 A. I believe so.

7 Q. What else did he tell you?

8 A. I think at some point he told me that I
9 should just say that I went.

10 Q. What did you say to that?

11 A. I don't recall. I probably laughed it
12 off.

13 Q. Do you recall ever speaking with Officer
14 Cronin on the 911 recorded line?

15 A. 911?

16 Q. That morning, the police department's
17 recorded line?

18 A. I don't recall specifically.

19 Q. Now, other than the fact that he said
20 there's nobody there and he told you maybe you
21 should -- can you repeat what you said, maybe
22 you should put in for the -- don't show up or
23 something?

24 MR. ROGAL: Objection.

1 A. During this entire period, I was in the
2 process of shoveling myself out. I don't
3 remember what time I stopped shoveling.

4 Q. Now, after you shoveled yourself out,
5 you didn't report for the detail, correct?

6 A. Correct.

7 Q. What did you do for the remainder of
8 that day; do you recall?

9 A. I don't recall.

10 Q. You don't recall?

11 A. What I did for the day, no.

12 Q. Did you make it into Harwich at all?

13 A. I don't believe I was scheduled to work
14 that day.

15 Q. Okay. Do you recall getting stuck in a
16 driveway in Harwich that day on Queen Anne?

17 A. I recall getting stuck in -- in a drive,
18 but I don't know if it was that same day. It
19 might have been.

20 Q. But you don't recall?

21 A. I don't recall if it was the same day.

22 Q. Let me just show you another document.

23 Again, representing to you that this
24 is a certified transcript.

1 A. I believe so.

2 Q. And do you see at the bottom of
3 Northeast Construction, I think it says, Depot
4 Street overpass?

5 A. Correct.

6 Q. And does that refresh your memory as
7 what that detail was?

8 A. Yes.

9 Q. So it was a Depot Street overpass that
10 you were working for Northeast Construction?

11 A. I believe so.

12 Q. And this looks like a copy of the detail
13 that you would have -- this slip that you
14 would have submitted to be paid?

15 A. Yes.

16 MR. VAN CAMPEN: We can have that
17 marked.

18 (Exhibit 9 marked
19 for identification.)

20 Q. Now, Ms. Jones, you testified that you
21 didn't report for that detail on February 18th
22 '03?

23 A. Correct.

24 Q. And that you learned that the detail had

1 but just review that for yourself.

2 A. Okay.

3 (The witness complies.)

4 A. Okay.

5 Q. Now, just to review this document, does
6 this page, what you have read, does this
7 describe a conversation you had with Officer
8 Willis, or had with Officer Willis on April
9 15th of '03?

10 A. It describes it. But I don't agree that
11 it's exactly what was said and how it was
12 said.

13 Q. Okay. What do you recall from that
14 conversation?

15 A. You want me to tell you what the
16 conversation was?

17 Q. Tell me from your memory what the
18 conversation was.

19 A. What the conversation was, was I called
20 the police department. I spoke to Dispatcher
21 Willis. I asked him if I could take a holiday
22 comp day, which you are allowed to do, as long
23 as the staffing is not at minimum.

24 He said he didn't know, because

1 Then Dispatcher Willis said, "No, no,
2 no."

3 Then under "CJ: Could you put me out
4 for tonight."

5 Dispatch Willis asked, "Out sick?"

6 You said -- or excuse me, you said,
7 "Yeah, I don't care. Whatever. Whatever I can
8 do."

9 A. Yes.

10 Q. Do you dispute that that's what you said
11 during that phone conversation?

12 A. I don't recall that part of the
13 conversation specifically.

14 Q. So you don't recall originally asking
15 for sick time instead of holiday comp time?

16 A. I don't know what I originally asked
17 for.

18 Q. So then your testimony is it was holiday
19 comp time --

20 A. From what I recall, I asked for holiday
21 comp time first. And then I didn't know if I
22 could take holiday or sick. But I knew I
23 couldn't work.

24 So I was trying to find out what I

1 me yet.

2 Q. And after you spoke with Dispatcher
3 Tavano, what did you do, did you call the
4 State Police at that point?

5 A. I believe I called the State Police at
6 that point. Because I was scheduled to work
7 with two troopers as well.

8 Q. What time did you begin digging your car
9 out of the drive?

10 A. As soon as I woke up and looked out the
11 window.

12 Q. Now, can you tell me, Ms. Jones, how
13 long it would take you to get from your drive
14 in Hyannis to that detail assignment in
15 Harwich on that morning?

16 A. With snow?

17 Q. With the snow. What would your estimate
18 be?

19 A. An hour.

20 Q. An hour?

21 A. I'm guessing. My road had not even been
22 plowed at that point.

23 Q. Did you at any time talk with the
24 officers who you were scheduled to work the

1 detail with?

2 A. Yes.

3 Q. And who was that?

4 A. Ted Cronin.

5 Q. What did when did you call Officer
6 Cronin.

7 A. I called him either right before or at
8 the start time of the detail. I have that in
9 the phone record.

10 Q. Right before the start of the detail?

11 A. I don't recall if it was -- it was in
12 the area of 7:00. A little before, a little
13 after, I don't -- I have it in a cell phone
14 record.

15 Q. So you talked to Officer Cronin just
16 before the start of the detail?

17 A. Yes.

18 Q. What did you advise Officer Cronin at
19 the start of the detail or just before the
20 start of the detail, excuse me. I want you to
21 tell me what the phone -- what was the
22 conversation with Cronin like?

23 A. I called and his wife answered. She put
24 him on the phone. He was sleeping. And he

1 said, "Oh, I thought it is cancelled."

2 And I said, "No, they never called."

3 And he was, like, "Oh, oh, okay."

4 Well, I will take a ride down and, and see what
5 the situation was."

6 And he -- I said, "Okay, call me
7 right back as soon as you find out."

8 He was going to take a ride, I
9 believe, to the detail site, to see if they
10 were there. Which I knew they weren't, because
11 I already talked to the State Police.

12 Q. But if the State Police told you it was
13 cancelled before you --

14 A. They didn't tell me it was cancelled.
15 They told me that there was no one there.
16 That they had driven by.

17 Q. I want to clarify. You testified that
18 it was cancelled, and you found that out from
19 the State Police?

20 A. Okay, it was --

21 MR. ROGAL: Note my objection. I
22 think that was -- that's a mischaracterization
23 on both sides, but why don't you just --

24 A. It was not cancelled by someone running

1 At one point Lieutenant Gagnon was in
2 charge of patrol, I believe. And then it
3 switched to Lieutenant Mitchell. And I know
4 Captain Welsh was in charge of patrol. And
5 then Lieutenant Gomes has been in charge. It's
6 been -- it switches hands, so I don't recall
7 that year who was in charge.

8 Q. Now, in the fall of 2001, what were you
9 doing during that period of time?

10 | A. School and Harwich Police Department.

11 Q. And would your assignment as a special
12 police officer, would they slow down during
13 that period?

14 A. Not necessarily. In the fall, because a
15 lot of contractors are still out working, if
16 there's not snow on the ground, then they will
17 work. Obviously some contractors -- tree work
18 and stuff, would be done more during the
19 summer.

20 Q. And getting past the fall of 2001 and
21 coming into January of '02, what were you
22 doing during that period?

23 A. In January -- same answer. I was going
24 to school. I was working for the Harwich

1 during your time there?

2 A. Basically started out as a waitress.
3 Eventually, I became the dining room manager.
4 I was there, I believe, for seven and a half
5 years.

6 Q. Seven and a half years?

7 A. I believe so, yeah.

8 Q. And how large is that business, do you
9 know?

10 A. How large as in --

11 Q. Not how big is the building, but in
12 terms of generating revenue, do you know what
13 it generates?

14 A. I have absolutely no idea. I know it's
15 a business to the point where they have lines
16 out the door in the summer until the time they
17 close.

18 Q. And you stated that you were the kitchen
19 manager?

20 A. Dining room.

21 Q. Dining room. Okay. And who was your
22 immediate supervisor there?

23 A. Gerald Ott.

24 Q. Okay. And in 1995, May of 1995, you

1 Telecommuincator Training Course- APCO
2 Institute, South Daytona, Florida, can you
3 describe that for me?

4 A. That's where their main branch office is
5 located. That's the address. That's the
6 address they give. So that the
7 telecommunications -- they, APCO, I had to do
8 a APCO training seminar to be certified to
9 dispatch.

10 Q. Okay. But the training itself did not
11 occur in Florida, did it?

12 A. No.

13 Q. Where did the training occur?

14 A. That's just where they are located.

15 Q. Where did the training occur?

16 A. I have been to so many trainings, I
17 don't remember who does what where.

18 I believe it's -- it was somewhere on
19 the Cape. I don't remember specifically where
20 I went for the training.

21 Q. Now, was that required training, or was
22 that voluntary?

23 A. To be honest with you, they have
24 changed. And I don't know that it was

1 required at the time that I started.

2 I know that now it has become
3 required to dispatch, that you need this
4 training. But I don't recall if when I
5 started, if it was required.

6 It was just something that they sent
7 you to, to get you familiar.

8 Q. But presently it's a pre-requisite to
9 becoming a dispatcher?

10 A. I believe it is.

11 Q. And Telecommunicator E911 training
12 course, APCO Institute, South Daytona,
13 Florida?

14 A. Again, that was -- that was not in
15 Daytona, Florida, that's where their main
16 office is, their address is, but that's a
17 separate training course for 911 calls,
18 basically.

19 Q. You also list Public Safety
20 Telecommunicator's Training Seminar two years
21 attendance?

22 A. Yes.

23 Q. Barnstable County Sheriff?

24 A. Yes.

1 by the Sandwich Police Department presently?

2 A. That's correct.

3 MR. ROGAL: Objection.

4 Q. Now, moving down the list, the Chatham
5 Police Department, you list your dates of
6 employment there from July of 1998 to June of
7 1999; can you tell me what capacity you were
8 employed by the Chatham Police Department
9 during that time?

10 A. Dispatcher.

11 Q. And were you full-time?

12 A. Yes.

13 Q. And can you describe for me what your
14 duties were as a Chatham police dispatcher?

15 A. Dispatching police officers calls to
16 calls -- taking in-coming calls, filling out
17 detail requests. That's basically it.

18 Q. Okay. And your immediate supervisor was
19 Lieutenant Michael Walker?

20 A. Correct.

21 Q. And do you recall your income?

22 A. I don't.

23 Q. Why did you leave the Chatham Police
24 Department in June of 1999?

1 A. Yes.

2 Q. And the statement, "fluffy," do you
3 recall making that statement?

4 A. Yes.

5 Q. Why would you make that statement?

6 A. That's what I call him.

7 Q. That's what you call Officer Willis?

8 A. Yes.

9 Q. I would give you some time, Ms. Jones,
10 to review this transcript, if you will.

11 Do you recall this to be a
12 conversation that you had with Dispatcher
13 Willis on April 15th 2003?

14 MR. ROGAL: Objection.

15 Q. You can answer that.

16 A. I recall that I had a conversation with
17 Dispatcher Willis. I have scanned this, and I
18 don't agree that this is exactly what I said.

19 Q. Okay. Let me take you to page 5 of this
20 document. I ask you to read page 5.

21 A. Starting?

22 Q. Starting with Dispatcher Willis.

23 A. "No, Kender takes -- no, Kender --

24 Q. You don't have to read that out loud,

1 but just review that for yourself.

2 A. Okay.

3 (The witness complies.)

4 A. Okay.

5 Q. Now, just to review this document, does
6 this page, what you have read, does this
7 describe a conversation you had with Officer
8 Willis, or had with Officer Willis on April
9 15th of '03?

10 A. It describes it. But I don't agree that
11 it's exactly what was said and how it was
12 said.

13 Q. Okay. What do you recall from that
14 conversation?

15 A. You want me to tell you what the
16 conversation was?

17 Q. Tell me from your memory what the
18 conversation was.

19 A. What the conversation was, was I called
20 the police department. I spoke to Dispatcher
21 Willis. I asked him if I could take a holiday
22 comp day, which you are allowed to do, as long
23 as the staffing is not at minimum.

24 He said he didn't know, because

1 Sergeant Kender had the book out back. He
2 asked if he wanted to speak to Sergeant Kender,
3 I said no. I then said, if you see the book,
4 if it's possible for me to take a holiday comp,
5 I will take a holiday comp, but if I can't, you
6 can put me out sick. Because I was -- I was
7 physically unfit for duty. So it didn't matter
8 what I used. I just couldn't work.

9 Of course they don't want you to use
10 sick time. You get a bonus for not using all
11 your sick time. So I was trying to avoid
12 taking the sick time.

13 Q. Okay. So you originally requested
14 holiday comp time?

15 A. Yes.

16 Q. Can I just refer to you page 5 of this
17 document.

18 A. Yes.

19 Q. Excuse me, I would actually like to
20 refer you, before I do that, to page 3.

21 A. Okay.

22 Q. If you see under where it says, "CJ: I
23 thought you said hang on."

24 "Yes."

APPENDIX FOUR

1 A. Yes.

2 Q. And how did he revamp the unit; can you
3 explain that to me?

4 A. He set up an application process. They
5 did interviews. And once they determined who
6 was on it, he sent a -- actually, he brought
7 someone in to do special training.

8 Q. Who did he bring in; do you recall?

9 A. International Police Mountain Bike
10 Association.

11 Q. They trained all the officers that were
12 selected for the bike patrol unit?

13 A. Yes.

14 Q. And how many special police officers
15 were selected by Chief Mason for the bike
16 patrol unit; if you recall?

17 A. For that unit, none. It was only opened
18 at that point to full-time members.

19 Q. And when you say at that point, is it
20 still only open to full-time, regular police
21 officers?

22 A. Yes.

23 Q. Now, Mr. Hutton, you have subsequently
24 decertified from IBPO, or the union has?

1 happened?

2 A. We didn't have one.

3 Q. Okay. So the position was vacant?

4 A. Yes.

5 Q. And during what period of time was it
6 that that position was vacant?

7 A. The same time that she got rehired. I'm
8 not so good with dates.

9 Q. Okay. That's understandable.

10 A. The same time she was reappointed, we
11 had an opening.

12 Q. Okay. Who was the former union
13 secretary?

14 A. It was either Terry Dinnan.

15 Q. Yes.

16 A. Or Rob Horgan.

17 Q. Rob Horgan?

18 A. Yes.

19 Q. Both of these individuals are patrolmen?

20 A. Yes.

21 Q. And do you recall when either of these
22 individuals would have vacated the position of
23 union secretary?

24 A. It was during our contract negotiations,

1 have been Mr. Willis.

2 Q. Mr. Willis?

3 A. Yes.

4 Q. Dispatcher Willis?

5 A. Yes.

6 Q. And what was discussed; if you recall?

7 A. Whether or not we would have her be the
8 secretary.

9 Q. Okay. What else was discussed?

10 A. Someone brought up the, whether or not
11 she could hold the position.

12 Q. And what would prohibit Ms. Jones from
13 holding the position of union secretary?

14 A. Probationary status.

15 Q. Do you recall who brought that issue up?

16 A. I do not.

17 Q. Was there any discussion about that
18 issue?

19 A. Yes.

20 Q. Can you describe that discussion for me?

21 A. I can't describe it. I don't know what
22 was said. I know the outcome of the
23 discussion.

24 Q. Okay. What was the outcome?

1 A. That she wasn't on probation, so she
2 could hold the position.

3 Q. How was that outcome reached?

4 A. Just through discussions within the
5 union members.

6 Q. Did you consult with Mr. McArdle on that
7 issue during that meeting?

8 A. No.

9 Q. Did he attend that meeting?

10 A. No.

11 Q. Did you ask the administration, the
12 chief or lieutenant, what her status was?

13 A. No.

14 Q. Did anyone during that meeting express
15 their belief that she was on probation?

16 A. No. Just the question was raised
17 whether or not she was.

18 Q. Do you recall if Detective Brakett
19 attended that meeting?

20 A. Yes.

21 Q. Do you recall if he raised the issue of
22 her being on probation?

23 A. I do not.

24 Q. How about Officer Ted Cronin, did he

1 raise the issue of probation at that meeting?

2 A. I don't recall.

3 Q. At some point the outcome was that the
4 union membership determined that she was not
5 on probation, and that she was entitled to
6 hold the position of union secretary?

7 A. Yes.

8 Q. And was she elected at the same meeting?

9 A. Yes.

10 Q. Do you recall if that vote was
11 unanimous?

12 A. I do not.

13 Q. You don't recall?

14 A. I do not recall.

15 Q. Would there be a record of that vote?

16 A. Probably not.

17 Q. Why not?

18 A. Because we did not have a secretary at
19 that time.

20 Q. Okay. So there would be no minutes of
21 that meeting?

22 A. No. Our union meetings are very casual.

23 Q. Mr. Hutton, how often does -- or would
24 Mr. McArdle have attended union meetings?

1 A. Rarely.

2 Q. Do you recall meetings at which Mr.
3 McArdle was in attendance?

4 A. He was at some. I couldn't tell you
5 when they were.

6 Q. Okay.

7 A. Or why he was there, but he did attend
8 some of them.

9 Q. And during the meeting at which Ms.
10 Jones was elected union secretary, what
11 position did you hold?

12 A. Vice-president.

13 Q. Who was the president of the union at
14 the time?

15 A. Dispatcher Willis.

16 Q. Now, Mr. Hutton, once Ms. Jones was
17 elected union secretary, did she also become a
18 part of the negotiating team for the union?

19 A. Yes.

20 Q. She did?

21 A. Yes.

22 Q. Did she attend any negotiating sessions
23 with the town; if you recall?

24 A. Yes.

1 sergeants, they had separated the union and
2 they were -- there were issues between the two
3 unions regarding overtime, time off, and --

4 Q. What was the ongoing issue?

5 A. How overtime was to be filled throughout
6 the department.

7 Q. Who was the issue being dealt with by,
8 who was dealing with that issue?

9 A. Lieutenant Mitchell, I believe, and
10 Chief Mason.

11 Q. How many meetings were held between the
12 union and those gentleman on that issue?

13 A. A couple.

14 Q. And do you recall who was in attendance
15 at that meetings for the union?

16 A. Again, to the best of my knowledge, it
17 would have been the union board.

18 Q. Okay. And during the meetings on that
19 overtime issue, did you, perhaps, cite for me
20 examples of when Ms. Jones was critical of the
21 administration?

22 A. I couldn't cite specific examples. We
23 -- we all voiced our opinions on how we
24 thought the situation would be handled, was

APPENDIX FIVE

1 thing and the administration wants another,
2 and it's a debate until there's a resolution.

3 Q. But on this overtime issue, do you
4 recall specifically what you may have said as
5 part of these discussions?

6 A. Not specifically, no.

7 Q. Did the discussions themselves ever turn
8 into arguments between the parties; if you
9 recall?

10 A. They got heated on occasion. I don't
11 remember which meetings and what issues were
12 at hand, because we met about a variety of
13 issues.

14 Q. When they got heated, would any
15 particular member of the union start speaking
16 out more frequently or how would that work,
17 when the discussions got heated?

18 A. Well, everybody has a different
19 personality. Some people get more vocal.
20 Some people would fly off the handle and say
21 things that -- that weren't pertinent. There
22 was not -- it wasn't screaming, yelling and
23 disrespect.

24 Q. Well, how would you -- when things got

1 other members, who, I think, still wear the
2 flag.

3 Q. When you say "the flag," what you are
4 referring to?

5 A. We had a patch and a flag. And he
6 changed that to patch patch. And I was very
7 upset about that.

8 Q. Patch and the American flag?

9 A. Yes.

10 Q. Okay.

11 A. And then I was suddenly taken off bike
12 patrol, when he had other special police
13 officers driving cruisers, and I wasn't -- I
14 suddenly wasn't allowed to ride a bike
15 anymore.

16 Q. When did you raise the issue of the
17 flag?

18 A. I didn't raise it directly to him. I
19 was vocal -- I was very vocal about that. I
20 was very upset by it.

21 Q. Who were you vocal to?

22 A. Other members of the department.

23 Q. Such as?

24 A. Probably everyone has heard at some

1 point.

2 Q. When you say members of the department,
3 do you mean members of the union, or are you
4 referring to the police administration, the
5 lieutenants, sergeants?

6 A. Union members. I don't know if I ever
7 said anything to administration. They might
8 have -- they might have heard me say something
9 or heard that I said something.

10 Q. Do you recall which union members you
11 would have shared that with, and that
12 criticism?

13 A. Not specifically no. No.

14 Q. How about with respect to the bike
15 patrol issue, who you were vocally, at least
16 expressing that to?

17 A. Again, I was vocal to everyone about
18 that. It was another issue I was very upset
19 about and I thought was unfair.

20 Q. Did you ever bring that to Chief Mason?

21 A. Not directly.

22 Q. When you say not directly, who did you
23 bring it to?

24 A. I believe -- I don't remember who was

1 A. I don't remember at that time if I did
2 or did not. Probably not. Because I think it
3 was still Captain Welsh and Lieutenant Gomes
4 in charge when I got taken off.

5 Q. Did you complain to Captain Welsh or
6 Lieutenant Gomes?

7 A. I might have. I might have complained
8 to Captain Welsh. But I don't remember if I
9 specifically did or did not.

10 Q. Okay.

11 A. That was years ago.

12 Q. So you don't recall if you would have
13 complained to Captain Welsh, if you did?

14 A. Right.

15 Q. But it would have been some point during
16 this whole issue where the bike patrol became
17 an issue for you?

18 A. Right.

19 Q. And how about Lieutenant Mitchell, did
20 you ever complain to Lieutenant Mitchell about
21 that issue?

22 A. No. He wasn't a lieutenant at that
23 point.

24 Q. Did you ever complain to any of the

APPENDIX SIX

1 answer. I would object to the form. I'm
2 objecting to the form of the question.

3 A. For the most part. He was not
4 designated, but we allowed him to conduct the
5 negotiations.

6 Now, certainly, if there were
7 questions that one of the members had, they
8 were not obligated to ask the question. They
9 could ask the questions themselves.

10 Q. Mr. Willis, is it fair to say, then,
11 that Mr. McArdle did most of the talking at
12 those meetings?

13 A. That would be fair to say.

14 Q. Ms. Jones has stated that she was vocal
15 and outspoken with the chief; do you have any
16 specific examples of when Ms. Jones was vocal
17 and outspoken with the chief of police?

18 A. Not personally, no.

19 Q. Mr. Willis, do you know what the process
20 is for someone to become a regular, full-time
21 police officer for the town?

22 A. I do.

23 Q. What is that process?

24 A. Well, it varies. If someone wants to

1 that I had, the accuracy I can not swear to.

2 I don't know if that's completely
3 accurate or not.

4 Q. Do you remember Ms. Jones initially
5 calling to request the use of a holiday?

6 A. I remember her calling and asking about
7 taking some time off.

8 Q. Okay.

9 A. And asking about the book.

10 Q. Okay. What is the book?

11 A. That's the schedule that I was telling
12 you, it's a year long, which is maintained by
13 the sergeants. It had been maintained in
14 dispatch, but at this point in time, it was
15 out of dispatch in the roll call room, that's
16 where it was to be kept.

17 I recall telling her that I didn't
18 have the book, Sergeant Kender probably had the
19 book. And if she wanted to speak to him, I
20 could put her through to him.

21 And I recall her saying to put her
22 out sick. And I said okay.

23 Q. Now, let me just show you here, Mr.

24 Willis, you see it says, "CJ: Can I -- can I

1 to see it, and you can, and before anybody
2 knows anything, you can give me a holiday if
3 it will work. And if it's too of a pain, put
4 me out sick, I don't care."

5 And then it says, "Dispatcher Willis:
6 All right."

7 Do you recall that type of a
8 conversation with Ms. Jones?

9 MR. ROGAL: Objection.

10 Q. You can answer.

11 A. I don't. I don't remember word for
12 word. Because, like I said, the conversation,
13 basically was, I'm not going -- I believe it's
14 in here, I'm not going to get involved, no
15 matter, whatever. If you want, need to talk
16 to Kender, talk to Kender. If you want me to
17 put you out sick, okay I would put you out
18 sick.

19 Q. Do you recall Ms. Jones saying that if
20 you saw the book before anyone else, to make
21 the change that she requests here?

22 A. I don't.

23 Q. And at some point after this phone
24 conversation with Ms. Jones she was

1 A. No.

2 Q. And do you know if Ms. Jones was
3 disciplined for this?

4 A. I don't.

5 Q. At some point, Mr. Willis, Ms. Jones was
6 terminated?

7 A. It's my understanding, yes.

8 Q. And do you know why she was terminated?

9 A. I do not.

10 Q. Do you know when she was terminated?

11 A. No.

12 Q. Do you recall after she was terminated
13 if the Town of Harwich filled her position?

14 A. Yes, they did.

15 Q. And do you recall who they filled it
16 with?

17 A. Patty McDonald.

18 Q. Patty McDonald?

19 A. Yes.

20 Q. Is Patty McDonald a female?

21 A. Yes.

22 Q. Mr. Willis, have you ever utilized 111F
23 benefits with the Harwich Police Department?

24 A. No.

1 A. No.

2 Q. And do you know if Ms. Jones was
3 disciplined for this?

4 A. I don't.

5 Q. At some point, Mr. Willis, Ms. Jones was
6 terminated?

7 A. It's my understanding, yes.

8 Q. And do you know why she was terminated?

9 A. I do not.

10 Q. Do you know when she was terminated?

11 A. No.

12 Q. Do you recall after she was terminated
13 if the Town of Harwich filled her position?

14 A. Yes, they did.

15 Q. And do you recall who they filled it
16 with?

17 A. Patty McDonald.

18 Q. Patty McDonald?

19 A. Yes.

20 Q. Is Patty McDonald a female?

21 A. Yes.

22 Q. Mr. Willis, have you ever utilized 111F
23 benefits with the Harwich Police Department?

24 A. No.

APPENDIX SEVEN

1 qualified or that she wasn't allowed to drive a
2 police cruiser?

3 A. I don't remember. I can't say one way or the other.

4 Q. Do you recall if the Local Union, the Board members,
5 ever expressed to you a concern that Miss Jones and
6 other special police officers were not allowed to
7 drive police cruisers?

8 A. I don't remember.

9 Q. Mr. McArdle, I want to direct your attention to an
10 incident that occurred on February 18th of 2003, and
11 that involved a detail that Miss Jones was scheduled
12 to work in the Town of Harwich that day and there was
13 a snowstorm that day. Do you recall that incident?

14 A. Yes.

15 Q. Do you recall that Miss Jones put in a detail slip
16 for four hours?

17 A. Yup.

18 Q. Do you recall as a result of that a meeting with the
19 Chief of Police?

20 A. Yes, I do.

21 Q. Can you explain to me why it is that you had that
22 meeting with the Chief of Police?

23 A. The meeting was called, I believe by myself. I think
24 we filed a grievance, I believe. Off the top of my

APPENDIX EIGHT

1 and I believe it was April 15th of 2003.
2 Ms. Jones was at the range to qualify, is
3 that correct?

4 A. Yes.

5 Q. All right. And do you know how long she
6 was there?

7 A. I believe it was an all-day session, a
8 pretty much all-day session.

9 Q. And it would be fair to say she was
10 shooting her weapon most of that day?

11 A. No, it would not.

12 Q. What would you say?

13 A. In fact, when I conducted my investigation
14 and spoke with Sergeant Sullivan and
15 Officer Porter, the firearms instructors,
16 and Sergeant Kendrick who was there as a
17 participant, their comment was she spent
18 most of the day sitting in her car
19 bitching about how hot it was and how she
20 didn't want to be there and just generally
21 was completely negative, kept, you know,
22 was complaining about the fact that she
23 had to stay all day, couldn't you let me
24 go, and that she took repeated breaks to

1 A. When I called her at home to tell her that
2 I was investigating her for the sick leave
3 issue, hung up, approximately an hour
4 later she called back and said, Okay, this
5 is what is really going on, I wasn't
6 really sick, I hurt myself at the range, I
7 didn't want to tell anybody, I didn't want
8 anybody to think I was a cry baby so I
9 didn't do anything. I said, Well, you are
10 aware of the procedure, you know you are
11 supposed to. Yes, I know I am, I didn't
12 do it, I know I totally failed to do what
13 I was supposed to do. I said, Okay, I
14 said, Well, are you claiming that you are
15 injured now? And she said yes, I am. And
16 I said, Then you need to go see Doctor
17 Miner and be examined. And she assured me
18 that she would. The next day she met me
19 at the station with a note of some sort
20 from the Cape Cod Hospital emergency room
21 saying that she had a swollen hand. And I
22 said, That's nice, that is not what I
23 asked you to do, I told you to go see
24 Doctor Miner, so make an appointment and

APPENDIX NINE

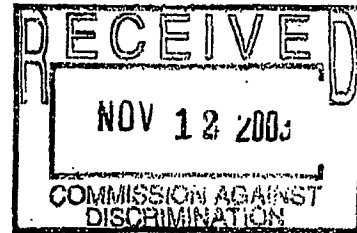
LAW OFFICES OF TIMOTHY M. BURKE

NEEDHAM CORPORATE CENTER
160 Gould Street, Suite 111
Needham, Massachusetts 02494-2300
(781) 455-0707
Facsimile (781) 455-8879

Timothy M. Burke
Joseph P. Kittredge
Sheila E. McCravy
Scott W. Dunlap
Suzanne T. Caravaggio

Of Counsel
Brian J. Rogal
Joseph G. Donnellan

November 7, 2003
VIA CERTIFIED MAIL



Massachusetts Commission Against Discrimination
One Ashburton Place
Room 601
Boston, MA 02108

RE: Carolyn Jones v. Town of Harwich, et al

Dear Sir or Madam:

Enclosed please find for filing the Complaint and Jury Demand, Charge of Discrimination and Motion for Leave to File in Superior Court in the above-referenced matter.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in dark ink, appearing to read "B. Rogal", written over a horizontal line.

Brian Rogal

BR/krd
Enclosures

CERTIFIED MAIL NO. 7002 1000 0005 2708 7564

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974; see Privacy Act Statement on reverse before completing this form.

ENTER CHARGE NUMBER

☐ FEPA--☐ EEOC

Massachusetts Commission Against Discrimination
(State or local Agency, if any)

and EEOC

NAME (Indicate Mr., Mrs., or Miss)

Carolyn E. Jones

HOME TELEPHONE NO. (Include Area Code)

(508) 778-1413

STREET ADDRESS

CITY, STATE AND ZIP CODE

COUNTY

28 Harrington Way, Hyannis, MA 02601

Barnstable

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE,
STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)

NAME

William A. Mason

NO. OF EMPLOYEES/MEMBERS

50+

TELEPHONE NUMBER (Include Area Code)

(508) 430-7542

STREET ADDRESS

CITY, STATE AND ZIP CODE

Harwich Police Department, 183 Sisson Road, Harwich, MA 02645

NAME

Town of Harwich

TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS

CITY, STATE AND ZIP CODE

732 Main Street, Harwich, MA 02645

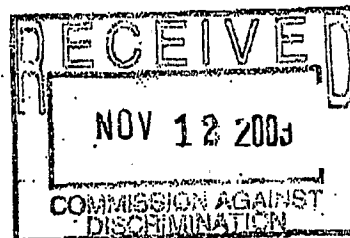
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))

☐ RACE ☐ COLOR ☒ SEX ☐ RELIGION ☐ NATIONAL ORIGIN
☐ AGE ☒ RETALIATION ☐ OTHER (Specify)

DATE MOST RECENT OR CONTINUING
DISCRIMINATION TOOK PLACE
(Month, day, year)

THE PARTICULARS ARE (If additional space is needed, attached extra sheet(s)):

See Attached



☐ I also want this charge filed with the EEOC.

I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the foregoing is true and correct.

NOTARY - (When necessary to meet State and Local Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(Day, month, and year)

Date Nov 1, 2003 Charging Party (Signature) C. Jones

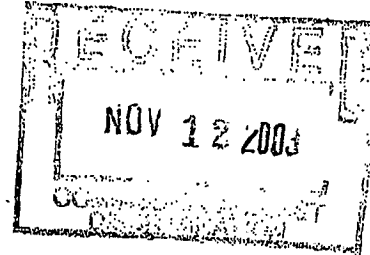
Nov 1, 2003 Rita R. Jones

MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION

CAROLYN E. JONES,
Complainant

VS

WILLIAM A. MASON,
CHIEF OF POLICE,
HARWICH POLICE DEPARTMENT,
TOWN OF HARWICH,
Respondent

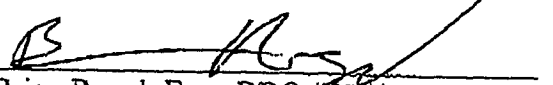


MOTION FOR LEAVE TO FILE IN SUPERIOR COURT

Complainant moves for leave to file this case in Superior Court without waiting 90 days. Complainant will file after 90 days if this motion is not allowed.

Respectfully submitted
By Complainant's Attorney,

LAW OFFICES OF TIMOTHY M. BURKE

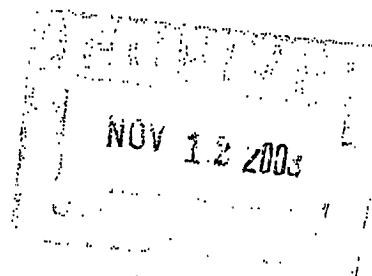

Brian Rogal, Esq., BBO #424920
160 Gould Street, Suite 111
Needham, MA 02494
(781) 455-0707

MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION

CAROLYN E. JONES,
Complainant

VS

WILLIAM A. MASON,
CHIEF OF POLICE,
HARWICH POLICE DEPARTMENT,
TOWN OF HARWICH,
Respondent



COMPLAINT AND JURY DEMAND

PARTIES

1. Complainant Carolyn E. Jones is a resident of the Town of Hyannis, Massachusetts.
2. Respondent William A. Mason is the Chief of Police for the Town of Harwich. He is being sued in his official and individual capacities.
3. Respondent Town of Harwich was the Complainant's employer.

FACTUAL ALLEGATIONS

4. On July 1, 1999 Ms. Jones was hired by the Town of Harwich to be a full time civilian dispatcher for its police department. She was also hired by the Town to be a special police officer.
5. Ms. Jones' career goal is to be a full time police officer. She went to a police academy for special police officers, and applied with Harwich for a full time position as a police officer.

6. Both dispatching and special police officer positions are generally considered helpful to obtaining a position as a full time police officer. Towns commonly hire police officers from the ranks of dispatchers and special police officers because they are familiar with them, had the chance to evaluate them and because those individuals know the town.

7. Harwich currently has a force of approximately 35 police officers. There is only one woman on that force. In recent years there have never been more than two female police officers. When Harwich does hire a female police officer they wind up leaving the department.

8. During the time she was employed as a special police officer Ms. Jones received evaluations which constantly included ratings of excellent and outstanding.

9. In January, 2001 Ms. Jones resigned as a dispatcher in order to further her education. She maintained her position as a special police officer, her primary interest. She also worked as the animal control officer for Harwich during the summers.

10. On or about November, 2002 Harwich police Lt. Gagnon asked Ms. Jones to come back as a full time dispatcher. She was not interested in that position, but Lt. Gagnon told her that it would be a foot in the door for a full time position. She accepted the dispatch position based upon the representation that it would help her become a full time police officer.

11. Since that time Harwich has hired four male police officers. None of them have prior experience as full time police officers.

12. Ms. Jones became active in the police union. In that position she was critical of the police chief and the police administration. She also complained about not being hired as a full time officer.

13. On or about April 15, 2003 Complainant was ordered and did participate in mandatory firearms qualification at the firing range. Complainant was on duty at the time that she qualified at the range.

14. While shooting her firearm at this mandatory training, Complainant injured her shooting hand between the thumb and forefinger. Complainant did not report the injury at this time.

15. With the use of sick leave and scheduled time off, Complainant believed that the injury would resolve itself without missing an extensive amount of time from work.

16. On or about April 23, 2003 Complainant was advised that she was being investigated by the Department for abuse of sick leave. Complainant had not used sick leave in the six (6) months prior to her injury at the range. At this time, Complainant reported her injury to Lt. Barry Mitchell of the Harwich Police Department.

17. Complainant was instructed to see the town doctor, Dr. Scott Miner who determined that she was physically unfit to work due to her hand injury. Dr. Miner also stated that her injury resulted from firing her weapon. (See attached Exhibit A).

18. At the time of the injury, there was in effect a rule of law that if a police officer was injured while on duty the officer was entitled to full pay during the period of disability.

19. The provisions of M.G.L. c. 41 §111F as amended apply to the Town of Harwich.

20. On or about April 30, 2003, Complainant submitted to Respondent Chief Mason her request for job injury benefits pursuant to M.G.L. c. 41 §111F.

21. On or about May 7, 2003, Respondent Chief Mason denied the Complainant benefits pursuant to M.G.L. c.41 §111F citing her failure to timely file a written report of the injury as required in the collective bargaining agreement. (See attached Exhibit B)

22. The provisions of the collective bargaining agreement cited by the Respondent Chief Mason do not state that the timely filing of a written report is a precondition to receiving §111F benefits. (See attached Exhibit C)

23. On May 16, 2003, after exhausting her accumulated sick leave, the Complainant had to petition to the Sick Bank Board for sick days to carry her through until she was cleared to return to work. Ms. Jones anticipated that would occur the first week of June 2003. (See attached Exhibit D).

24. On or about June 6, 2003, Dr. Miner cleared the Complainant to work under a voluntary light duty status as provided by the collective bargaining agreement. Respondent Chief Mason refused to permit Complainant to return to work in that status.

25. On June 8, 2003 Complainant was once again required to petition the Sick Bank Board for additional sick days to carry her through until she could see a hand surgeon on June 20, 2003. (See Attached Exhibit E) The Respondent Chief had ordered her to be examined by the hand surgeon.

26. The Respondents' actions constitute a violation of M. G. L. c. 41 §111F and a breach of the Complainant's contractual rights as established by the current collective bargaining agreement.

27. In or about June 2003 Ms. Jones was told that she could not drive a police cruiser by herself because she was not "cruiser qualified". Male officers with less experience were deemed "cruiser qualified" and allowed to operate a cruiser by themselves. The

Town never has had any policy regarding "cruiser qualification", does not offer any special training in the operation of police cruisers, and has not applied any such qualification to male officers.

28. On June 10, 2003 the Town of Harwich fired Ms. Jones. It cited an alleged abuse of sick leave and an alleged issue with payment for a detail.

29. Ms. Jones' use of sick leave has not been excessive. The injury to her hand was documented by the physician selected by the Town. The Town has taken no action against male police officers with injuries nor has it taken any action against male police officers who have used far more sick leave.

30. The issue regarding detail pay involves a detail that was cancelled with notice shorter than that permitted by contract. Pursuant to that contract Ms. Jones, and any other police officer, is entitled to a minimum of four hours pay for a detail that is cancelled at the last minute. No male has been disciplined in any similar situation.

31. The actions of the Respondents constitute an on going pattern of desperate treatment and discrimination against Ms. Jones based upon her gender.

First Cause of Action

32. Complainant realleges and incorporates herein paragraphs one through thirty above.

33. Respondent's actions constitute discrimination in employment based upon the gender of Ms. Jones in violation of M.G.L. c. 151B.

Second Cause of Action

34. Complainant realleges and incorporates herein paragraphs one through thirty three above.

35. Respondent William Mason has aided and abetted the Town of Harwich's sexual discrimination, thereby violating the provisions of M.G.L. c. 151B.

JURY DEMAND

Complainant demands trial by jury on all issues

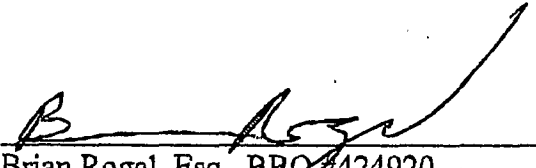
WHEREFORE, Complainant prays for judgment in her favor and that court award her the following:

1. That the Complainant be reinstated to her prior employment.
2. That the Respondents be ordered to appoint Complainant as a full time police officer.
3. That the Respondents, their agents, servants or employees, be ordered and directed to correct the Complainant's personnel records to show that the accumulated sick leave benefits used for her pay while she was disabled from work was erroneously used.
4. That the Respondents, their agents, servants, or employees be ordered and directed to correct their records to show that the payment for her disability was paid under the statutory provisions of M.G.L. c. 41 § 111F.
5. That the Respondents be ordered to pay Complainant fair and reasonable compensation for her emotional distress.
6. That the Respondents be ordered to pay Complainant compensation for her consequential damages.
7. That the Respondents be ordered to pay Complainant punitive damages for violation of her rights under M.G.L. c. 151B.

8. That the Respondents be ordered to pay Complainant her reasonable attorneys fees.
9. For such other and further relief as this Commission may deem just and proper.

Respectfully submitted
By Complainant's Attorney,

LAW OFFICES OF TIMOTHY M. BURKE



Brian Rogal, Esq., BBO #424920
160 Gould Street, Suite 111
Needham, MA 02494
(781) 455-0707

APPENDIX TEN

AFFIDAVIT OF DONALD F. HOWELL

I, Donald F. Howell, upon my oath do solemnly swear and affirm that:

1. I am a resident of the Town of Harwich, Barnstable County, Commonwealth of Massachusetts.
2. I presently serve as the Chairman of the Town of Harwich Board of Selectmen. I was elected to the position of Selectman on May 16, 2000.
3. The Board of Selectmen for the Town of Harwich are responsible for: policy-making, as the head of the executive branch of the Town government, causing laws, ordinances and policies to be enforced, investigation of any and all Town affairs, involving any department, serving as licensing and contracting authority for the Town, approval of a budget and financial plans for presentation to the Town Meeting, and the appointment of various Boards, Commissions and Committees, a Town Administrator, a Town Accountant, a Fire Chief, a Police Chief and police officers.
4. In a letter dated June 17, 2003, Police Chief William Mason recommended to the Board of Selectmen that the employment of probationary full-time police dispatcher and part-time special police officer Carolyn Jones be terminated. In a letter to the selectmen, Chief Mason explained:

"Dispatcher Jones' actions in this [her failure to follow the chain of command, failure to follow policies and procedures of the Department, her efforts to manipulate departmental records, and her untruthfulness]and the prior incident are unacceptable, have negatively affected her professional reputation, as well as reflecting poorly on her credibility and the reputation of the Harwich Police Department...The serious nature of these incidents causes me to question this employee's credibility and truthfulness; therefore, I find it unnecessary to continue my evaluation during the remainder of her probationary period."

5. Based upon Chief Mason's recommendation, and after deliberating amongst ourselves, the Board of Selectmen

voted to terminate Ms. Jones' employment with the Town of Harwich.

Signed under the pains and penalties of perjury that the above statement is true and accurate to the best of my knowledge, recollection and belief.

A handwritten signature, appearing to be "R. H. Kelly", is written over a horizontal line.

DATED:

APPENDIX 11

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CAROLYN E. JONES,
Plaintiff

v.

Civil Action No. 04-10133-MEL

WILLIAM A. MASON, Chief of
Police, Harwich Police Department
and TOWN OF HARWICH,
Defendants

Defendant, William A. Mason's Answers To Plaintiff's First Set of Interrogatories

Interrogatory No. 1

State the names, addresses, all telephone numbers, and relationship to you of all persons who saw or heard, or claim to have seen or heard, or whom you have any reason to believe have any knowledge of any of the incidents, allegations, injuries or damages referred to in the complaint or defenses.

Answer No. 1

Harwich Police Lieutenant Barry Mitchell
183 Sisson Road
Harwich, MA 02645

Harwich Police Lieutenant Thomas Gagnon
183 Sisson Road
Harwich, MA 02645

Harwich Police Officer Michael Porter
183 Sisson Road
Harwich, MA 02645

Harwich Police Sergeant Christopher Kender
183 Sisson Road
Harwich, MA 02645

Harwich Police Sergeant Dennis Kendrick
183 Sisson Road
Harwich, MA 02645

Harwich Police Sergeant David Jacek
183 Sisson Road

as a regular officer. Due to his request, he was appointed a special officer, remained cruiser qualified, maintains all training standards and requirements, and regularly fills shift sector assignments.

Two additional retired full-time regular officers, Sergeant Chester Wright and Officer Earl LeGeyt, both of which had approximately 30 years of service with the Harwich Police Department, requested to be retained as special officers. They are both technically cruiser qualified; however, neither of them have been utilized to fill shift assignments since their retirement.

The number of cruiser qualified special officers has been steadily decreased over the past four years as patrol sector assignments are relegated to regular full-time officers as much as possible. Currently there are only four special officers who are cruiser qualified, all of whom received this status prior to my arrival.

Since my arrival, **no special officer** (male or female) has become "cruiser qualified." To obtain this qualification necessitates an extensive field training process consisting of 10 weeks (or more) of individualized instruction where both the field training instructor and special officer are paid during the process. This is not cost effective to the Town or Department as the majority of the subsequent service involves filling private details where a marked cruiser is needed as opposed to filling patrol sector assignments.

Interrogatory No. 12

Describe each interaction that you had with the plaintiff in her capacity as a union official, giving the dates, the place, the identity of the people present, the subject discussed, the outcome, and a description of the plaintiff's role.

Answer No. 12

During the meetings I had with Ms. Jones as secretary of the local union, she rarely said anything at all, critical or otherwise. In these meetings National Representative Sean McArdle did the majority of the speaking, followed by then Union President William Willis, and to a much lesser extent Vice President Adam Hutton. Other than two questions in one meeting, I do not recall having any conversations with Ms. Jones regarding union matters. There was absolutely no hostility, contention, controversy, or criticism in any conversation, comment, or meeting I had with Ms. Jones in her role as union secretary.

Interrogatory No. 13

State each and every reason why the plaintiff was not offered a full time position as a police officer for the Town of Harwich. If any of the reasons are that the plaintiff was not qualified or unsuitable, state the basis for each such reason, including the identity of all facts, statements or documents on which you rely.

Answer No. 13

The following officers have been hired since my appointment as Chief of Police utilizing the hiring processes specified.

Previous Selection Process – Hired first as a seasonal special, then a year-round special, then a full-time year round special (i.e. working 40 hour per week schedule similar to a regular officer, cruiser qualified, and assigned to sectors). When openings for regular officer were available, full-time year-round specials would be interviewed by command staff who would make recommendations to the chief who would then interview and make the final determination. Regular officers I recommended for appointment under this process were:

James Cheverie

Tracey Clarke

Heath Eldridge

Ms. Jones was not hired under this process as she did not qualify for the following reasons:

1. She did not request to be hired as a full-time officer at this time. To the contrary, she resigned her position as a full-time dispatcher to continue her education.
2. She never served as a full-time year-round special working a 40 hour per week schedule or any variant of a regular officer's schedule.
3. Ms. Jones was not "cruiser qualified" under any standard, previous or current, of the Department.

Current Selection Process – Formal public advertisement and posting of available full-time regular officer positions or the need to establish an eligibility list, review of the letter of interest/resume, professionally developed written examination, oral board, and complete background investigation to establish the initial eligibility list. Prior to actual hiring, a second interview with members of the command staff and the Chief, written and oral psychological examinations, comprehensive medical, and the State physical assessment test (PAT) must be completed and passed. Once hired, the basic recruit academy (if needed), followed by a 10 week field training program, and one year probationary period complete the selection process. The rationale for each of these steps in the selection process is self-explanatory. Regular officers hired under this process include:

Thomas Clarke

Edward Cronin

Paul Boofack

Joseph LaBelle

Marc Harris

Chris Van Ness

Richard Buttrick

Derek Dutra

Ryan Mawn

(current vacancy pending appointment)

Ms. Jones was not hired under this process as she did not qualify specifically because she did not apply for the position, submit an application, or complete any portion of the selection process.

The current process utilized by the Harwich police Department is nationally accepted and recognized as the standard for police recruit selection by every major police professional organization including the International Association of Chiefs of Police, Massachusetts Chiefs of Police Association, Colorado Association of Chiefs of Police, Standards for Law Enforcement Accreditation, and utilized by the vast majority of the law enforcement agencies throughout the United States including Massachusetts and Cape Cod jurisdictions. Although the Harwich Police Department **is not** a Civil Service Agency, the selection process replicates many portions of the Massachusetts civil service process. In addition, courts throughout the United States have ruled in favor of this selection process including Massachusetts.

Interrogatory No. 14

Identify each person that you recommended to be hired as a full time police officer by Harwich, and state the basis for your decision to recommend that person be hired. Include all reasons for hiring that person instead of the plaintiff.

Answer No. 14

Please refer to answer to Interrogatory Number Thirteen.

Interrogatory No. 15

Describe in detail the process you filed for hiring full time police officers for the Town of Harwich. As part of your answer describe all requirements or criteria that you recommended or decided would be part of the hiring process, including the use of any test or list. For each such requirement or criteria describe all facts and reasons for the use of that criteria or requirement, including all documents, facts or sources which you relied upon for or to justify their establishment, or to which show that any such test or requirement is related to being a successful police officer. If the requirements have changed since you have been Chief of Police, give the dates of the changes, a description of the process both before and after the changes, and the reasons for each change.

Answer No. 15

Please refer to answer to Interrogatory Number Thirteen.

Interrogatory No. 16

Do you allege that the plaintiff improperly altered any entry into the master name data base maintained by the Harwich Police Department? If so, state the basis for that allegation. Include in your answer the date of all such actions, what was changed, a

APPENDIX 12

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CAROLYN E. JONES,
Plaintiff

V.

WILLIAM A. MASON, Chief of
Police, Harwich Police Department
and TOWN OF HARWICH,
Defendants,

Civil Action No. 04-10133-MEL

PLAINTIFF'S ANSWERS TO DEFENDANT TOWN OF HARWICH'S
FIRST SET OF INTERROGATORIES

Interrogatory No. 1

Please state your full name, date and place of birth, residential and work addresses, social security number, marital status, and the name(s) and date(s) of birth of your child(ren), if any.

Answer to Interrogatory No. 1

Carolyn Eileen Jones. August 9, 1969, Hyannis, Massachusetts. Home: 28 Harrington Way Hyannis MA 02601. Work: 127 Depot Road Chatham, MA 02633. Social Security No. 032-58-8418. Single. No children.

Interrogatory No. 2

Please provide a complete and detailed description of your educational history, commencing with high school, and indicating all degrees or certificates attained and dates of same.

Interrogatory No. 8

If any statement has been taken from the defendant or its agents, servants, or employees, whether written or oral, or received from any person including yourself regarding in any way the occurrences set forth in your complaint, please describe: the name and address of the person from whom the statement was obtained, the date of such statement, the substance of such statement, and the name and address of the custodian of such statement.

Answer to Interrogatory No. 8

No such statement has been taken.

Interrogatory No. 9

Please state the basis for your contention that the plaintiff "has sought a full time position as a police officer in Harwich," as alleged in paragraph five of the complaint.

Answer to Interrogatory No. 9

I told Lt. Gagnon that I wanted to do full time patrol. I have talked to many officers over the time I was employed about becoming a full time police officer, always telling them that it was my goal. I asked Chief Mason about the process for becoming a full time police officer. I do not recall the times and places of these conversations.

Interrogatory No. 10

Please state the basis for your contention that "[w]hen Harwich does hire a female police officer they (sic) wind up leaving the department," as alleged in paragraph seven of the complaint.

Answer to Interrogatory No. 10

Harwich's first full time female police officer was Jen van Gelder, who. Next was Diane Aikmen who left the department after a short period of time. At the time it was stated that she left the department after alleged incident of sexual harassment. Tracy Clarke is currently the only female full time police officer. The department has never had more than one full time female police officer at the time.

Interrogatory No. 11

Please state the basis for your contention that "in the police union...[the plaintiff] was critical of the police chief and police administration. She also complained about not being hired as a full time officer," as alleged in paragraph twelve of the complaint, including in the answer, but not limiting it to, a description of each and every time the plaintiff made a "critical" statement or a "complaint," to whom such criticism or complaint was delivered, and the date and substance of each communication.

Answer to Interrogatory No. 11

I spoke out as a Union Board officer on a number of issues, including overtime, zeroing of hours and issues related to patrolling by officers. Many of these conversations were at meetings with the Chief and other Board members and officers. I also spoke with union officials and members about the issues and how the department was handling them. I do not recall the dates of meetings. I was vocal and outspoken with the Chief. I wrote a letter to the membership that expressed my outrage at having my integrity questioned. I questioned the decision to pull me off of bike patrol, and tried to find out why I was not allowed to drive a cruiser.